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

In Re: KIA HYUNDAI VEHICLE  
THEFT MARKETING, SALES  
PRACTICES, AND PRODUCTS  
LIABILITY LITIGATION

Case No.: 8:22-ML-3052 JVS(KESx)

**ORDER NO. 8: PROTECTIVE  
ORDER (AND STIPULATION RE  
SAME)**

This document relates to:  
  
ALL CASES

1 IT IS HEREBY STIPULATED, subject to the approval of the Court that:

2 1. PURPOSES AND LIMITATIONS

3 Disclosure and discovery activity in this Action is likely to involve production of  
4 confidential, 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 the  
7 following Stipulated Protective Order (hereafter the “Order”). The Parties acknowledge  
8 that this Order does not confer blanket protections on all disclosures or responses to  
9 discovery and that the protection it affords from public disclosure and use extends only  
10 to the limited information, documents, or items that are entitled to confidential treatment  
11 under the applicable legal principles.

12 The Parties further acknowledge that this Stipulated Protective Order does not  
13 entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth  
14 the procedures that must be followed and the standards that will be applied when a party  
15 seeks permission from the Court to file material under seal.

16 The entry of this Order does not preclude any Party from seeking a further order  
17 of this Court as appropriate. Nothing herein shall be construed to affect in any manner  
18 the admissibility at trial or any other court proceeding of any document, testimony, or  
19 other evidence.

20 2. GOOD CAUSE STATEMENT

21 Good cause exists for entry of this Stipulated Protective Order because this action  
22 is likely to involve private or proprietary information, such as Defendants’ confidential  
23 policies and procedures, competitively sensitive business information, customer records,  
24 and financial information, for which special protection from public disclosure and from  
25 use for any purpose other than prosecution of this action is warranted.

26 Based on information requested and the nature of the case, the Parties anticipate  
27 that they will disclose, produce, or exchange information, documents, and tangible things  
28 that reflect sensitive personal, financial, and/or proprietary information, such as trade

1 secrets (including design, assembly, testing service, repair, and monitoring information  
2 of class vehicles, financial records, business strategy, customer information, and/or  
3 personally identifiable information). Private information of third parties may also be  
4 disclosed. It is important that this information remain protected and not be readily  
5 available due to the dangers of identity theft, the constitutional privacy rights of third  
6 parties, and protection of business competition interests. The unrestricted or unprotected  
7 disclosure of such private, financial, and/or business information would result in  
8 prejudice or harm to the Producing Party and/or third parties by revealing their  
9 information, which could result in identity theft, loss of business, and/or violation of  
10 federal, state, and other privacy laws.

11 Accordingly, to expedite the flow of information, to facilitate the prompt  
12 resolution of disputes over confidentiality of discovery materials, to adequately protect  
13 information the Parties are entitled to keep confidential, to ensure that the Parties are  
14 permitted reasonable necessary uses of such material in preparation for and in the  
15 conduct of trial, to address their handling at the end of the litigation, and serve the ends  
16 of justice, a protective order for such information is justified in this matter. It is the intent  
17 of the Parties that information will not be designated as confidential for tactical reasons  
18 and that nothing be so designated without a good faith belief that it has been maintained  
19 in a confidential, non-public manner, and there is good cause why it should not be part  
20 of the public record of this case.

### 21 3. DEFINITIONS

22 3.1. Action: *In re: Kia Hyundai Vehicle Theft Marketing, Sales Practices, and*  
23 *Products Liability Litigation*, Case No. 8:22-ML-3052 JVS(KESx).

24 3.2. Challenging Party: a Party or Non-Party that challenges the designation of  
25 information or items under this Order.

26 3.3. “CONFIDENTIAL” Material: information (regardless of how it is  
27 generated, stored, or maintained) or tangible things that consist of or contain confidential  
28 or sensitive non-public information, including, but not limited to, research, design,

1 development, financial, technical, marketing, planning, personal, or commercial  
2 information, as such terms are used in Rule 26(c)(1)(G) of the Federal Rules of Civil  
3 Procedure and any applicable case law interpreting Rule 26(c)(1)(G).  
4 “CONFIDENTIAL” Material also includes information that a party is required to  
5 maintain as confidential under the terms of an agreement, any applicable law, or any  
6 other understanding.

7 3.4. “HIGHLY CONFIDENTIAL—AEO” Material: information (regardless of  
8 how it is generated, stored, or maintained) or tangible things that constitute or contain  
9 highly sensitive competitive business and/or proprietary information that warrants the  
10 highest level of confidentiality the disclosure of which will place the Producing Party at  
11 a competitive disadvantage. Any Producing Party may designate as “Highly  
12 Confidential—AEO”: (i) trade secrets; (ii) current and future business and marketing  
13 plans, except for advertisements or communications that have been disclosed to the  
14 public; (iii) research and development activities, including technology and know-how,  
15 which have not been disclosed to the public; (iv) commercial agreements with third  
16 parties containing competitively sensitive information, and the negotiations concerning  
17 such agreements, provided that the Producing Party has taken reasonable steps to keep  
18 the terms of such agreements and related negotiations—as distinct from the existence of  
19 the commercial relationship—out of the public domain; (v) non-public communications  
20 with United States or foreign patent offices; (vi) non-public communications with United  
21 States or foreign regulatory agencies; (vii) financial information, including non-public  
22 sales information, customer lists, purchases by customers, communications with  
23 potential customers, sales projections, profit calculations, income, revenue, and costs  
24 (i.e., production, marketing and overhead); and (viii) any other category of information  
25 subsequently agreed to by the Parties in writing as constituting “Highly Confidential—  
26 AEO” Material.

27 3.5. Counsel: Outside Counsel of Record and In-House Counsel (as well as  
28 their support staff).

1           3.6. Designating Party: a Party or Non-Party that designates as  
2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—AEO” (Attorneys Eyes Only)  
3 information or items that it produces in disclosures or in responses to discovery.

4           3.7. Disclosure or Discovery Material: all items or information, regardless  
5 of the medium or manner in which it is generated, stored, or maintained (including,  
6 among other things, testimony, transcripts, and tangible things), that are exchanged,  
7 produced, or generated in disclosures or responses to discovery in this matter.

8           3.8. Expert: a person with specialized knowledge or experience in a matter  
9 pertinent to the litigation who has been retained by a Party or its Counsel to serve as an  
10 expert witness or as a consultant in this Action.

11           3.9. In-House Counsel: attorneys who are employees of a party to this Action and  
12 their support staff. In-House Counsel does not include Outside Counsel of Record or any  
13 other outside counsel.

14           3.10. Non-Party: any natural person, partnership, corporation, association, or other  
15 legal entity not named as a Party to this action.

16           3.11. Outside Counsel of Record: attorneys who are not employees of a party to  
17 this Action but are retained to represent or advise a Party to this Action and have appeared  
18 in this Action on behalf of that Party or are affiliated with a law firm which has appeared  
19 on behalf of that Party, and includes support staff.

20           3.12. Party: any party to this Action, including all of its officers, directors,  
21 employees, consultants, retained experts, and Outside Counsel of Record (and supporting  
22 attorneys and staff).

23           3.13. Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
24 Material in this Action.

25           3.14. Professional Vendors: persons or entities that provide litigation support  
26 services (e.g., photocopying, videotaping, translating, preparing deposition transcripts,  
27 preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any  
28 form or medium) and their employees and subcontractors.

1           3.15. Protected Material: any Disclosure or Discovery Material that is designated  
2 as “CONFIDENTIAL,” as defined in section 3.3, or as “HIGHLY CONFIDENTIAL—  
3 AEO,” as defined in section 3.4.

4           3.16. Receiving Party: a Party that receives Disclosure or Discovery Material from  
5 a Producing Party.

6           4.    SCOPE

7           The protections conferred by this Stipulation and Order cover not only Protected  
8 Material (as defined above), but also (1) any information copied or extracted from  
9 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
10 Material; and (3) any testimony, conversations, or presentations by Parties or their  
11 Counsel that might reveal Protected Material. However, the protections conferred by this  
12 Stipulation and Order do not cover the following: (a) any information that is in the public  
13 domain at the time of disclosure to a Receiving Party or becomes part of the public  
14 domain after its disclosure to a Receiving Party as a result of publication not involving a  
15 violation of this Order, including becoming part of the public record through trial or  
16 otherwise; and (b) any information known to the Receiving Party prior to the disclosure  
17 or obtained by the Receiving Party after the disclosure from a source who obtained the  
18 information lawfully and under no obligation of confidentiality to the Designating Party.

19           Any use of Protected Material at trial shall be governed by the orders of the trial  
20 judge. This Order does not govern the use of Protected Material at trial.

21           5.    DURATION

22           Even after Final Disposition of this litigation, the confidentiality obligations  
23 imposed by this Order shall remain in effect until a Designating Party agrees otherwise  
24 in writing or a court order otherwise directs. Final Disposition shall be deemed to be the  
25 later of (1) dismissal of all claims and defenses in this Action, and (2) final judgment  
26 herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or  
27 reviews of this Action, including the time limits for filing any motions or applications  
28 for extension of time pursuant to applicable law.

1           Within sixty (60) days of Final Disposition of this Action, each Receiving Party  
2 must return all Protected Material to the Producing Party or destroy such material. As  
3 used in this subdivision, “all Protected Material” includes all copies, abstracts,  
4 compilations, summaries, and any other format reproducing or capturing any of the  
5 Protected Material. Whether the Protected Material is returned or destroyed, the  
6 Receiving Party must submit a written certification to the Producing Party (and, if not  
7 the same person or entity, to the Designating Party) by the 60-day deadline that (1)  
8 identifies (by category or Bates number, where appropriate) all the Protected Material  
9 that was returned or destroyed and (2) affirms that the Receiving Party has not retained  
10 any copies, abstracts, compilations, summaries, or any other format reproducing or  
11 capturing any of the Protected Material. Notwithstanding this provision, Counsel are  
12 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and  
13 hearing transcripts, legal memoranda, deposition and trial exhibits, expert reports, and  
14 attorney work product, even if such materials contain Protected Material unless the  
15 foregoing Protected Material contains testing reports, design drawings, or comparable  
16 information used in the design of a vehicle at issue in this litigation. At Final Disposition,  
17 the Parties will engage in good faith negotiations and consider whether, given the  
18 perceived needs at the time, these categorical exceptions to the required destruction can  
19 be expanded. Any such archival copies that contain or constitute Protected Material  
20 remain subject to this Stipulated Protective Order.

21   6.   DESIGNATING PROTECTED MATERIAL

22           6.1. Exercise of Restraint and Care in Designating Material for Protection. Each  
23 Party or Non-Party that designates information or items for protection under this Order  
24 must take care to limit any such designation to specific material that qualifies under the  
25 appropriate standards. Where reasonably practicable, the Designating Party must  
26 designate for protection only those parts of material, documents, items, or oral or written  
27 communications that qualify so that other portions of the material, documents, items, or  
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1 communications for which protection is not warranted are not swept unjustifiably within  
2 the ambit of this Order.

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

6 6.2. Manner and Timing of Designations. Any Producing Party, or Non-Party  
7 recipient of a discovery request/subpoena, may designate Disclosure or Discovery  
8 Material as "Confidential" or "Highly Confidential—AEO" under the terms of this Order  
9 if the Producing Party in good faith reasonably believes that such Discovery Material  
10 contains non-public, confidential, personal, proprietary or commercially sensitive  
11 information that requires protections provided in this Order. Except as otherwise  
12 provided in this Order, or as otherwise stipulated or ordered, Disclosure or Discovery  
13 Material that qualifies for protection under this Order must be clearly so designated  
14 before or when the material is disclosed or produced, as follows:

15 a) For information in documentary form (*e.g.*, paper or electronic documents,  
16 but excluding transcripts of depositions or other pretrial or trial proceedings), the  
17 Producing Party will affix at a minimum, the words "CONFIDENTIAL" or "HIGHLY  
18 CONFIDENTIAL—AEO" to each page that contains Protected Material. If only a  
19 portion or portions of the material on a page qualifies for protection, to the extent  
20 reasonably practicable, the Producing Party will identify the protected portion(s) (*e.g.*,  
21 by making appropriate markings in the margins).

22 b) For original documents that are made available for inspection, the Discovery  
23 Material need not be designated for protection until after the inspecting Party has  
24 indicated which documents it would like copied and produced. During the inspection and  
25 before the designation, all of the material made available for inspection shall be deemed  
26 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants  
27 copied and produced, the Producing Party must determine which documents, or portions  
28 thereof, qualify for protection under this Order. Then, before producing the specified



1 documents, the Producing Party must affix the words “CONFIDENTIAL” or “HIGHLY  
2 CONFIDENTIAL—AEO” to each page that contains Protected Material. If only a  
3 portion or portions of the material on a page qualifies for protection, to the extent  
4 reasonably practicable, the Producing Party will identify the protected portion(s) (e.g.,  
5 by making appropriate markings in the margins).

6 c) Specific deposition testimony may be designated as “CONFIDENTIAL” or  
7 “HIGHLY CONFIDENTIAL—AEO,” either on the record during the deposition or by  
8 identifying the page and line(s) of testimony for which it seeks protection within thirty  
9 (30) days after receipt of the written transcript by the Designating Party. Until that time,  
10 and unless otherwise indicated in writing or on the record, all deposition testimony shall  
11 be treated as “CONFIDENTIAL” to permit Counsel for the Party deposed an  
12 opportunity to designate the deposition testimony as Protected Material. If designation  
13 is made during the 30-day period after receipt of the transcript, all parties in possession  
14 of the transcript at the time of receiving the designation or thereafter shall place the label  
15 “CONFIDENTIAL” on the front cover of the transcript, on each or all of the exhibits  
16 and/or pages so designated, and on each copy thereof upon notice that the confidential  
17 designation has been made. In the event that a Party needs to file a deposition transcript  
18 with the Court prior to the expiration of the 30-day period set forth above, that entire  
19 transcript shall be treated as if it had been designated as Protected Material. The court  
20 reporter shall operate in a manner consistent with this Order and shall separately label  
21 the confidential portions of the deposition transcript, including documents and other  
22 exhibits containing confidential information. If a Party or Non-Party desires to protect  
23 or use confidential information at trial, the issue should be addressed during the pre-trial  
24 conference.

25 d) For information produced in some form other than documentary and for any  
26 other tangible items, the Producing Party shall affix in a prominent place on the exterior  
27 of the container or containers in which the information is stored the words  
28 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—AEO.” For protected

1 information produced in native format (such as an Excel spreadsheet), the Producing  
2 Party shall include “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—AEO” in the  
3 file name. If only a portion or portions of the information warrants protection, the  
4 Producing Party, to the extent practicable, shall identify the protected portion(s).

5 6.3. Inadvertent Failures to Designate. An inadvertent failure to designate  
6 qualified information or items does not, standing alone, waive the Designating Party’s  
7 right to secure protection under this Order for such material, and may be remedied by  
8 supplemental written notice upon discovery of the disclosure. Upon correction of a  
9 designation, the Receiving Party must make reasonable efforts to ensure that the material  
10 is treated in accordance with the provisions of this Order.

11 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12 7.1. Timing of Challenges. Any Party or Non-Party may challenge a  
13 designation of confidentiality at any time. Unless a prompt challenge to a Designating  
14 Party’s confidentiality designation is necessary to avoid foreseeable, substantial  
15 unfairness, unnecessary economic burdens, or a significant disruption or delay of the  
16 litigation, a Party does not waive its right to challenge a confidentiality designation by  
17 electing not to mount a challenge promptly after the original designation is disclosed.

18 7.2. Meet and Confer. The Challenging Party shall initiate the dispute resolution  
19 process under Local Rule 37-1 *et seq.* by serving a written letter giving notice to the  
20 Designating Party of each designation being challenged, including the Bates numbers  
21 where the challenged designations appear, and describing the basis for each challenge.  
22 The written notice must indicate that the challenge to confidentiality is being made  
23 pursuant to this Protective Order and must otherwise comply with Local Rule 37-1.

24 7.3. Joint Stipulation. If the parties are unable to reach a resolution after  
25 meeting and conferring, any submission made to the Court for relief shall be in  
26 accordance with Local Rule 37-2.

27 7.4. The burden of persuasion in any such challenge proceeding shall be on  
28 the Designating Party. Unless the Designating Party has waived or withdrawn the

1 confidentiality designation, all parties shall continue to afford the material in question  
2 the level of protection to which it is entitled under the Producing Party’s designation until  
3 the Court rules on the challenge. In the event the Court rules (and any efforts to appeal  
4 that ruling is exhausted) that the challenged material is not Confidential or Highly  
5 Confidential—AEO, and/or orders the challenged material to be re-produced with a  
6 different level of confidentiality, the Designating Party shall reproduce copies of all  
7 materials so designated with the appropriate label (or without label) at the Designating  
8 Party’s expense within 21 days or as otherwise ordered by the Court.

9 8. ACCESS TO AND USE OF PROTECTED MATERIAL

10 8.1. Basic Principles. A Receiving Party may use Protected Material that is  
11 disclosed or produced by another Party or by a Non-Party in connection with this Action  
12 only for prosecuting, defending, or attempting to settle this Action. Such Protected  
13 Material may be disclosed only to the categories of persons and under the conditions  
14 described in this Order, including sections 8.2 and 8.3. When the Action has been  
15 terminated, a Receiving Party must comply with the provisions of section 5.

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

19 8.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
20 ordered by the Court or permitted in writing by the Designating Party, a Receiving  
21 Party may disclose any information or item designated “CONFIDENTIAL” only to:

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

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

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

4 d) the Court and its personnel;

5 e) court reporters and their staff;

6 f) professional jury or trial consultants and mock jurors to whom disclosure is  
7 reasonably necessary for this Action and who have signed the “Acknowledgment and  
8 Agreement to Be Bound” (Exhibit A);

9 g) Professional Vendors, provided that Counsel retaining them instructs them  
10 not to disclose any confidential material to third parties and to immediately return or  
11 destroy all originals and copies of any confidential material as appropriate;

12 h) the author or recipient of a document containing the information or a  
13 custodian or other person who otherwise possessed or knew the information;

14 i) present or former employees of the Producing Party in connection with their  
15 depositions in this action (provided that no former employees shall be shown documents  
16 prepared before the start of their employment with the Producing Party or after the date  
17 of their departure);

18 j) during their depositions, witnesses, and attorneys for witnesses, in the Action  
19 to whom disclosure is reasonably necessary provided that witness has signed the  
20 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
21 by the Designating Party or ordered by the Court. Pages of transcribed deposition  
22 testimony or exhibits to depositions that reveal Protected Material may be separately  
23 bound by the court reporter and may not be disclosed to anyone except as permitted under  
24 this Stipulated Protective Order; and

25 k) any mediator or settlement officer, and their supporting personnel, mutually  
26 agreed upon by any of the Parties engaged in settlement discussions.

27 8.3. Disclosure of “HIGHLY CONFIDENTIAL—AEO” Information or Items.

28 Unless otherwise ordered by the Court or permitted in writing by the Designating Party,

1 a Receiving Party may disclose any information or item designated “HIGHLY  
2 CONFIDENTIAL—AEO” only to:

3 a) the Receiving Party’s Counsel in this action and employees of such Counsel  
4 to whom it is reasonably necessary to disclose this information;

5 b) the Court and its personnel;

6 c) Experts (as defined in this Order) of the Receiving Party to whom disclosure  
7 is reasonably necessary for this Action and who have signed the “Acknowledgement and  
8 Agreement to Be Bound” (Exhibit A), provided that if a Party desires to disclose any  
9 Highly Confidential—AEO Information or Item to any Expert who is also an employee,  
10 officer, director, or agent of a Party, said Party shall make a written request to the  
11 Designating Party that (1) identifies the general categories of Highly Confidential—AEO  
12 Information or Items that the Receiving Party seeks to disclose, and (2) identifies the  
13 Expert by full name, relationship to the Receiving Party, and city and state of his or her  
14 primary residence. A Party that makes a request and provides the information specified  
15 in this subsection (c) may disclose the designated materials to the identified Expert,  
16 unless, within ten (10) days of delivering the request, the Party receives a written  
17 objection from the Designating Party. All challenges to objections from the Designating  
18 Party under this subsection (c) shall proceed under Local Rule 37.1 through Local Rule  
19 37.4;

20 d) court reporters and their staff;

21 e) professional jury or trial consultants, mock jurors, and Professional Vendors to  
22 whom disclosure is reasonably necessary for this Action and who have signed the  
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A), provided they are not  
24 permitted to retain copies of any such material;

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

27 g) present or former employees of the Producing Party in connection with their  
28 depositions in this action (provided that the present or former employee signs the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A) and that no former  
2 employees shall be shown documents prepared before the start of their employment with  
3 the Producing Party or after the date of their departure);

4 h) any mediator or settlement officer, and their supporting personnel, mutually  
5 agreed upon by any of the Parties engaged in settlement discussions; and

6 i) during their depositions, witnesses, and attorneys for witnesses, in the Action  
7 to whom disclosure is reasonably necessary provided that witness has signed the  
8 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
9 by the Designating Party or ordered by the Court. Pages of transcribed deposition  
10 testimony or exhibits to depositions that reveal Protected Material may be separately  
11 bound by the court reporter and may not be disclosed to anyone except as permitted  
12 under this Stipulated Protective Order.

13 8.4. Own Documents. Nothing herein shall affect or restrict the rights of any Party  
14 with respect to its own documents or to the information obtained or developed  
15 independently of documents, transcripts, and materials afforded confidential treatment  
16 pursuant to this Order.

17 8.5. Filing Protected Material. A Party that seeks to file under seal any Protected  
18 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
19 under seal pursuant to a court order authorizing the sealing of the specific Protected  
20 Material at issue. Before a Party files Protected Material or makes a filing that discusses  
21 or references the content, subject matter, or nature of Protected Material designated as  
22 such by the other Party, the filing Party shall confer with the Designating Party in  
23 accordance with Civil Local Rule 79-5.2.2(b).

24 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
25 OTHER LITIGATION OR INVESTIGATIONS

26 If a Party is served with a document request, a subpoena, or a court order issued  
27 in other litigation or an investigation by any federal, state, or local government agency,  
28 department, or other entity that compels disclosure of any information or items

1 designated by another Party in this Action as “CONFIDENTIAL” or “HIGHLY  
2 CONFIDENTIAL,” the served Party must:

3 (a) promptly notify in writing the Designating Party. Such notification shall  
4 include a copy of the document request, subpoena, or court order;

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

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

11 If the Designating Party timely seeks a protective order, the Party served with the  
12 subpoena or court order shall not produce any information designated in this action as  
13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—AEO” before a determination by  
14 the court from which the subpoena or order issued, unless the Party has obtained the  
15 Designating Party’s permission. The Designating Party shall bear the burden and  
16 expense of seeking protection in that court of its confidential material and nothing in  
17 these provisions should be construed as authorizing or encouraging a Receiving Party in  
18 this Action to disobey a lawful directive from another court.

19 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN  
20 THIS ACTION

21 a) The terms of this Order are applicable to information produced by a Non-  
22 Party in this Action and designated as “CONFIDENTIAL” or  
23 “HIGHLY CONFIDENTIAL—AEO.” Such information produced by Non-Parties in  
24 connection with this Action is protected by the remedies and relief provided by this  
25 Order. Nothing in these provisions should be construed as prohibiting a Non-Party from  
26 seeking additional protections.

27 b) In the event that a Party is required, by a discovery request, to produce a  
28 Non-Party’s confidential information in its possession, and the Party is subject to an

1 agreement with the Non-Party not to produce the Non-Party's confidential information,  
2 then the Party shall:

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

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

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

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

19 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
21 Protected Material to any person or in any circumstance not authorized under this  
22 Stipulated Protective Order, the Receiving Party must immediately: (a) notify in writing  
23 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
24 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
25 whom unauthorized disclosures were made of all the terms of this Order, and (d) request  
26 such person or persons to execute the "Acknowledgment and Agreement to Be Bound"  
27 that is attached hereto as Exhibit A.  
28



1 12. UNINTENTIONAL OR INADVERTENT PRODUCTION OF PRIVILEGED OR  
2 OTHERWISE PROTECTED MATERIAL

3 When a Producing Party gives notice to a Receiving Party that certain  
4 unintentionally or inadvertently produced material is subject to a claim of privilege or  
5 other protection (including, but not limited to, the attorney-client privilege and work-  
6 product doctrine), the obligations of the Receiving Party are those set forth in Federal  
7 Rule of Civil Procedure 26(b)(5)(B). Pursuant to Fed. R. Evid. 502(d), the production of  
8 a privileged, work-product-protected, or otherwise protected document, whether  
9 inadvertent or otherwise, is not a waiver of privilege or protection from discovery in this  
10 case or in any other federal, state, or regulatory proceeding. If possible, the Producing  
11 Party must substitute the inadvertently produced document with one that redacts the  
12 information subject to the claimed protections. The Parties must confer in a good faith  
13 attempt to resolve any disputes subject to this section before seeking court intervention.  
14 The Parties agree to the entry of a non-waiver order under Fed. R. Evid. 502(d) as set  
15 forth herein.

16 13. MISCELLANEOUS

17 13.1 Right to Further Relief. Nothing in this Order abridges the right of any person  
18 to seek its modification by the Court in the future.

19 13.2 Right to Assert Other Objections. By stipulating to the entry of this  
20 Stipulated Protective Order, no Party waives any right it otherwise would have to object  
21 to disclosing or producing any information or item on any ground not addressed in this  
22 Stipulated Protective Order. Similarly, no Party waives any right to object on any ground  
23 to use in evidence of any of the material covered by this Stipulated Protective Order.

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

1 Dated: April 5, 2023

Respectfully Submitted.

2  
3 By: /s/ Steve W. Berman

4 Steve W. Berman, Esq.  
5 HAGENS BERMAN SOBOL SHAPIRO LLP  
6 1301 Second Avenue, Suite 2000  
7 Seattle, WA 98101

8 By: /s/ Elizabeth A. Fegan

9 Elizabeth A. Fegan, Esq.  
10 FEGAN SCOTT LLC  
11 150 S. Wacker Dr., 24th Floor  
12 Chicago, IL 60606

13 By: /s/ Kenneth B. McClain

14 Kenneth B. McClain, Esq.  
15 HUMPHREY FARRINGTON & McCLAIN  
16 221 W. Lexington Ave., Suite 400  
17 Independence, MO 64050

18 By: /s/ Roland Tellis

19 Roland Tellis, Esq.  
20 BARON & BUDD, P.C.  
21 15910 Ventura Blvd., Suite 1600  
22 Encino, CA 91436

*Consumer Class Action Leadership Counsel and  
Counsel for Plaintiffs*

23  
24 By: /s/ Gretchen Freeman Cappio

25 Gretchen Freeman Cappio  
26 KELLER ROHRBACK L.L.P.  
27 1201 Third Avenue, Suite 3200  
28 Seattle, WA 98101

*Plaintiffs' Governmental Entities  
Committee Chair*

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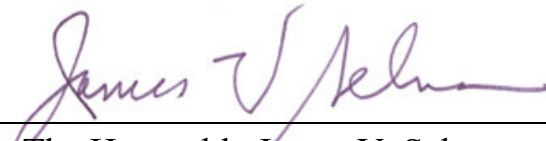
By: /s/ Peter J. Brennan  
Peter J. Brennan, Esq.  
JENNER & BLOCK LLP  
353 North Clark Street  
Chicago, IL 60654-3456  
  
*Counsel for Defendants*

**ORDER**

1  
2 Good cause appearing, the Court hereby approves this Stipulated Protective  
3 Order.

4  
5 **IT IS SO ORDERED.**

6  
7 Dated: April 17, 2023



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8 The Honorable James V. Selna  
9 United States District Judge

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1 **SIGNATURE ATTESTATION**

2 Pursuant to Local Rule 5-4.3.4(a)(2)(i), I, Peter J. Brennan, hereby attest that Steve  
3 W. Berman, Elizabeth A. Fegan, Kenneth B. McClain, Roland Tellis, and Gretchen  
4 Freeman Cappio, on whose behalf this filing is also submitted, have concurred in the  
5 content of this [Proposed] Stipulated Protective Order and have authorized its filing.  
6

7 Dated: April 5, 2023.

Respectfully Submitted.

8  
9 By: /s/ Peter J. Brennan

10 Peter J. Brennan, Esq.  
11 JENNER & BLOCK LLP  
12 353 North Clark Street  
13 Chicago, IL 60654-3456

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*Counsel for Defendants*

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full  
5 address], have read and understand the Stipulated Protective Order that was issued in  
6 this Action by the United States District Court for the Central District of California. I  
7 agree to comply with and to be bound by all the terms of this Stipulated Protective Order.  
8 In compliance with this Order, I will not disclose in any manner any information or item  
9 that is subject to this Stipulated Protective Order to any person or entity except in strict  
10 compliance with the provisions of this Order.

11 I expressly acknowledge and agree that if I receive materials originally  
12 designated or reclassified “Highly Confidential—AEO,” I can discuss the documents  
13 and their contents only with the Counsel for the represented Producing or Receiving  
14 Party. I cannot share the materials or their contents with any Party, even if I rely upon  
15 or refer to such information or documents for any purpose in this litigation.

16 I further agree to submit to the jurisdiction of the United States District Court for  
17 the Central District of California for the sole purpose of interpretation and enforcement  
18 of the terms of this Stipulated Protective Order, even if such enforcement proceedings  
19 occur after termination of this Action.

20 I declare under penalty of perjury under the laws of the United States that the  
21 foregoing is true and correct.

22 Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at  
23 \_\_\_\_\_ [insert city and state where sworn and signed].

24  
25 Signature: \_\_\_\_\_