

1 Mitchell N. Reinis CSB 36131
 mreinis@thompsoncoburn.com
 2 Rowena Santos CSB 210185
 rsantos@thompsoncoburn.com
 3 THOMPSON COBURN LLP
 2029 Century Park East, 19th Floor
 4 Los Angeles, California 90067
 Tel: 310.282.2500 / Fax: 310.282.2501

5 Kathy A. Wisniewski (*pro hac vice*)
 kwisniewski@thompsoncoburn.com
 6 John W. Rogers (*pro hac vice*)
 jrogers@thompsoncoburn.com
 7 Stephen A. D'Aunoy (*pro hac vice*)
 sdaunoy@thompsoncoburn.com
 8 THOMPSON COBURN LLP
 One US Bank Plaza
 9 St. Louis, MO 63101
 10 Tel: 314.552.6000/ Fax: 314.552.7000

Note: Revision made to doc.

11 Attorneys for Defendant,
 12 CHRYSLER GROUP LLC

13 **UNITED STATES DISTRICT COURT**
 14 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
 15 **WESTERN DIVISION**
 16

17 PETER VELASCO, et. al,

18 Plaintiffs,

19 v.

20 CHRYSLER GROUP LLC,

21 Defendant.
 22
 23

CASE NO. 2:13-CV-8080 DDP (VBKx)

Assigned to the Honorable
 Dean D. Pregerson

24 **STIPULATED PROTECTIVE**
 25 **ORDER REGARDING**
 26 **CONFIDENTIALITY AND RETURN**
 27 **OF DOCUMENTS**
 28

1 IT IS HEREBY AGREED AND ORDERED:

2 1. In connection with discovery furnished by any of the parties (or any of
3 their present and former directors, officers, employees, and agents) in the above-
4 captioned action (the “Action”), any party may designate any document as
5 “Confidential” under this Stipulated Protective Order Regarding Confidentiality
6 and Return of Documents (the “Order”) if that party and its counsel in good faith
7 believe that the designated restriction is appropriate because the document contains
8 or reflects trade secrets or other confidential research and development, financial,
9 commercial, or personal information. Documents designated as “Confidential”
10 shall be limited to documents which have not been made public and in which the
11 disclosing party in good faith believes will, if disclosed, have the effect of causing
12 harm to its business or competitive position; or, in the case of individuals, shall be
13 limited to documents which reveal personal information such as contact
14 information, vehicle identification number, or social security number. Each Party
15 or Non-Party that designates information or items for protection under this Order
16 must take care to limit any such designation to specific material that qualifies under
17 the appropriate standards. The Designating Party must designate for protection
18 only those pages of a document that qualify – so that other portions of the
19 document for which protection is not warranted are not swept unjustifiably within
20 the ambit of this Order. Mass, indiscriminate, or routinized designations are
21 prohibited. Designations that are shown to be clearly unjustified or that have been
22 made for an improper purpose (e.g., to unnecessarily encumber or retard the case
23 development process or to impose unnecessary expenses and burdens on other
24 parties) expose the Designating Party to sanctions. If it comes to a Designating
25 Party’s attention that information or items that it designated for protection do not
26 qualify for protection, that Designating Party must promptly notify all other Parties
27 that it is withdrawing the mistaken designation.

1 2. Any documents to be designated as “Confidential” may be so
2 designated by labeling the documents with the term “Confidential” prior to their
3 production. Similarly, documents produced on DVD, CD, or other media may be
4 designated as “Confidential” by labeling the media as “Confidential” or placing the
5 electronic file in a folder labeled “Confidential.” Within two weeks from the date
6 the Court Reporter serves the official deposition transcript, any party may
7 designate any or all portions of it as “Confidential” by written notice served on the
8 opposing party identifying the pages or lines that are to be afforded “Confidential”
9 treatment. During the two week period following receipt of the deposition
10 transcript, it shall be treated as “Confidential”; however, if there is a filing deadline
11 during this period, such deposition transcript shall be treated as “Confidential” only
12 until one week before such deadline. Alternatively, a party may designate specific
13 parts of a deposition as “Confidential” by stating on the record during the
14 deposition which specific parts of the deposition should be so treated. The term
15 “document” as used throughout this Order includes any deposition transcript.

16 3. The production by any party of any “Confidential” documents during
17 this Action without a “Confidential” designation shall be without prejudice to any
18 claim that such material should be treated as “Confidential” and such party shall
19 not be held to have waived any rights by such production or disclosure. In the
20 event that such production occurs, counsel for the producing party may designate
21 the documents as “Confidential.”

22 4. In the event that any party objects to the designation of any documents
23 as “Confidential,” that party may serve written notice on all parties specifying which
24 documents are improperly designated. During the fourteen (14) day period following
25 service of such a notice, the parties shall confer in an effort to resolve the objections.
26 If the dispute is not resolved, the Designating Party may file and serve a motion to
27 retain confidentiality within 14 days of the parties agreeing that they meet and confer
28

1 process will not resolve their dispute to resolve whether the documents should be
2 treated as “Confidential.” Each such motion must comply with Local Rules 37-1 and
3 37-2 governing discovery disputes, and must be accompanied by a competent
4 declaration affirming that the movant has complied with the meet and confer
5 requirements imposed in this paragraph. Failure by the Designating Party to make
6 such a motion including the required declaration shall automatically waive the
7 confidentiality designation for each challenged designation. In addition, the
8 Challenging Party may file a motion challenging a confidentiality designation at any
9 time if there is good cause for doing so, including a challenge to the designation of a
10 deposition transcript or any portions thereof. Any motion brought pursuant to this
11 provision must be accompanied by a competent declaration affirming that the movant
12 has complied with the meet and confer requirements imposed by this paragraph. The
13 burden of persuasion in any challenge proceeding shall be on the Designating Party.
14 Frivolous challenges, and those made for an improper purpose (e.g., to harass or
15 impose unnecessary expenses and burdens on other parties) may expose the
16 Challenging Party to sanctions. Unless the Designating Party has waived the
17 confidentiality designation by failing to file a motion to retain confidentiality as
18 described above, all parties shall continue to afford the material in question the level
19 of protection to which it is entitled under the Producing Party’s designation until the
20 Court rules on the challenge.

21 5. Documents designated as “Confidential” (and any information
22 contained therein or derived therefrom) may be disclosed or made available by the
23 receiving party only to the following:

- 24 (a) The Court (including the Court’s administrative and clerical staff). If
25 any papers to be filed with the Court contain “Confidential” information, the
26 proposed filing shall be accompanied by an application to file the papers or
27
28

1 portion thereof containing the protected information under seal, and the
2 application shall be directed to the judge to whom the papers are directed.

3 (b) Attorneys of record and in-house attorneys in the Action, as well as
4 the lawyers, paralegals, clerical and secretarial staff employed by and
5 working for such attorneys on this case.

6 (c) The parties as well as those officers, directors, in-house attorneys, or
7 employees of the parties who are actively involved in the Action or who are
8 otherwise necessary to aid counsel in the Action.

9 (d) Court reporters transcribing depositions in the Action.

10 (e) Any deposition, trial, or hearing witness in the Action, so long as they
11 execute the form attached hereto as Exhibit A.

12 (f) Any expert witness or consultant, which shall be defined to mean a
13 person who has been retained by one of the parties in good faith to serve as
14 an expert witness or consultant (whether or not retained to testify at trial) in
15 connection with this Action, including any person working directly under the
16 supervision of any such expert witness or consultant, provided that prior to
17 the disclosure of documents designated as “Confidential” to any expert
18 witness or consultant, the party making the disclosure shall deliver a copy of
19 this Order to such person, shall explain its terms to such person, and shall
20 secure the signature of such person on the form attached hereto as Exhibit A.

21 (g) Any other persons to whom the parties all agree in writing and who
22 executes the form attached hereto as Exhibit A.

23 Nothing contained herein is intended to prevent either party from using
24 “Confidential” documents or information at a hearing or trial in this matter;
25 however, the parties shall take steps at the appropriate time to protect the
26 confidential nature of the information and the use and treatment of such
27 information will be addressed by separate Order.

1 6. Documents designated as “Confidential” and information contained
2 therein, shall not be disclosed to any person except in accordance with this Order
3 and shall be used by the persons receiving them only for the purposes of preparing
4 for, conducting, and/or participating in the conduct of this Action, and not for any
5 business, personal, or other purpose whatsoever.

6 7. Within thirty (30) days after the later of (i) final judgment or
7 settlement of the Action and (ii) after the time for any and all appeals has expired,
8 the parties and their counsel shall destroy or return to counsel for the producing
9 party or third-party all documents produced in this Action and all copies thereof. If
10 counsel chooses to destroy the documents, counsel shall provide a written
11 certification that such destruction has occurred. Within the same thirty (30) day
12 period, counsel shall supply to the producing party copies of each statement in the
13 form attached hereto as Exhibit A that were signed pursuant to paragraph 5 of this
14 Order, unless doing so would disclose the identity of a non-testifying witness or
15 attorney work product. Outside counsel of record for the receiving party may
16 retain only one archival copy of: deposition exhibits; exhibits used in proceedings
17 before the Court; documents included in submissions to the Court; and
18 “Confidential” information to the extent it is included in such papers or reflected in
19 that outside counsel’s work product.

20 8. Any documents produced by a non-party witness in discovery in the
21 Action pursuant to subpoena or otherwise may be designated by such non-party as
22 “Confidential” under the terms of this Order, and such designation shall have the
23 same force and effect, and create the same duties, obligations, and remedies as if
24 made by one of the parties hereto.

25 9. If a party is served with a subpoena issued in other litigation that
26 compels disclosure of any information or items designated in this action as
27 “Confidential” that party must: (a) promptly notify in writing the designating party
28

1 and such notification shall include a copy of the subpoena; (b) promptly notify in
2 writing the party who caused the subpoena to issue in the other litigation that some
3 or all of the material covered by the subpoena is subject to this Stipulated
4 Protective Order and such notification shall include a copy of this Stipulated
5 Protective Order; and (c) cooperate with respect to all reasonable procedures
6 sought to be pursued by the designating party whose protected material may be
7 affected. If the designating party timely seeks a protective order, the party served
8 with the subpoena shall not produce any information designated as "Confidential"
9 before a determination by the court from which the subpoena was issued. Nothing
10 in this Order shall be construed as authorizing a party to disobey a lawful subpoena
11 issued in another action.

12 10. This Order may be amended or modified only by the Court.

13
14 DATED: March 13, 2014

THOMPSON COBURN LLP

15
16 By: /s/ Rowena Santos

MITCHELL N. REINIS
ROWENA SANTOS

KATHY A. WISNIEWSKI
JOHN W. ROGERS
STEPHEN A. D'AUNOY

Attorneys for Defendant
CHRYSLER GROUP, LLC

1 DATED: March 13, 2014

GIRARD GIBBS LLP

2
3 By: /s/ Joshua G. Konecky

ERIC H. GIBBS
DYLAN S. HUGHES
CAITLYN D. FINLEY
DAVID K. STEIN

4
5
6 **SCHNEIDER WALLACE COTTRELL**
KONECKY LLP

7 **TODD M. SCHNEIDER**
8 **JOSHUA G. KONECKY**

9 Attorneys for Plaintiffs,
10 DAPHNE RAY, PHILIP LIGHTFOOT,
11 CHRISTOPHER WHITE, JACQUELINE
12 YOUNG, CHRISTOPHER LIGHT,
13 BRADFORD SOULE, JOHN
14 MELVILLE, and DONALD KENDRICK

15 **Pursuant to Local Rule 5-4.3.4(a)(2), I, Rowena Santos, attest that all
16 other signatories listed, and on whose behalf the filing is submitted, concur in the
17 filing's content and have authorized the filing.

18 Follow all Local Rules, including L.R. 79-5 re Filing Under Seal.

19
20
21 **SO ORDERED THIS 26th DAY OF MARCH, 2014.**

22
23
24
25 _____ /s/
26 Hon. Victor B. Kenton
27 United States Magistrate Court Judge

EXHIBIT A

1
2
3
4 1. I, _____, residing at
5 _____ have read the foregoing Stipulated Protective
6 Order Regarding Confidentiality and Return of Documents (the “Order”) in the
7 action captioned *Peter Velasco et al. v. Chrysler Group LLC*, Case No. 2:13-CV-
8 8080 DDP (VBKx), pending in the United States District Court for the Central
9 District of California, Western Division. I agree to be bound by its terms with
10 respect to any documents designated as “Confidential” that are furnished to me as
11 set forth in the Order. I further agree to destroy or return documents, either to the
12 attorneys who provided them to me, or to the producing party or third party
13 according to the terms of paragraph 7 of that Order.

14 2. I hereby consent to the jurisdiction of the Court in which the Action is
15 pending with respect to any proceedings to enforce the terms of the Order against
16 me.

17
18 3. I hereby agree that any documents designated as “Confidential” that
19 are furnished to me will be used by me only for the purposes of the Action, and for
20 no other purpose, and will not be used by me in any business affairs of my
21 employer or of my own, nor will the information contained therein be imparted by
22 me to any other person.

23
24
25 _____
Signature

_____ Date

