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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA — WESTERN DIVISION**

ARAM TERTERYAN, individually  
and on behalf of all others similarly  
situated,  
  
Plaintiff,  
  
vs.  
  
NISSAN MOTOR ACCEPTANCE  
CORPORATION,  
  
Defendant.

Case No. 2:16-cv-02029 GW (KSx)  
Hon. George H. Wu  
Ctrm. 9D – 1st Street

**CLASS ACTION**  
**STIPULATED PROTECTIVE  
ORDER**

Action Filed: March 24, 2016  
Trial Date: None Set

**1. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to 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

1 file confidential information under seal; Local Rule 79-5 sets forth the procedures  
2 that must be followed and the standards that will be applied when a party seeks  
3 permission from the court to file material under seal.

4           **2.       GOOD CAUSE STATEMENT**

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

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1           3.     **DEFINITIONS**

2           3.1     Action: the above referenced lawsuit entitled *Terteryan, et al. v.*  
3 *Nissan Motor Acceptance Corporation*, currently pending in the Central District of  
4 California, Case No. 2:16-cv-02029 GW (KSx).

5           3.2     Challenging Party: a Party or Non-Party that challenges the  
6 designation of information or items under this Order.

7           3.3     “CONFIDENTIAL” Information or Items: information  
8 (regardless of how it is generated, stored or maintained) or tangible things that  
9 qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified  
10 above in the Good Cause Statement.

11          3.4     Counsel: Outside Counsel of Record and House Counsel (as well  
12 as their support staff).

13          3.5     Designating Party: a Party or Non-Party that designates  
14 information or items that it produces in disclosures or in responses to discovery as  
15 “CONFIDENTIAL.”

16          3.6     Disclosure or Discovery Material: all items or information,  
17 regardless of the medium or manner in which it is generated, stored, or maintained  
18 (including, among other things, testimony, transcripts, and tangible things), that are  
19 produced or generated in disclosures or responses to discovery in this matter.

20          3.7     Expert: a person with specialized knowledge or experience in a  
21 matter pertinent to the litigation who has been retained by a Party or its counsel to  
22 serve as an expert witness or as a consultant in this Action.

23          3.8     House Counsel: attorneys who are employees of a party to this  
24 Action. House Counsel does not include Outside Counsel of Record or any other  
25 outside counsel.

26          3.9     Non-Party: any natural person, partnership, corporation,  
27 association, or other legal entity not named as a Party to this action.

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1           3.10 Outside Counsel of Record: attorneys who are not employees of  
2 a party to this Action but are retained to represent or advise a party to this Action  
3 and have appeared in this Action on behalf of that party or are affiliated with a law  
4 firm which has appeared on behalf of that party, and includes support staff.

5           3.11 Party: any party to this Action, including all of its officers,  
6 directors, employees, consultants, retained experts, and Outside Counsel of Record  
7 (and their support staffs).

8           3.12 Producing Party: a Party or Non-Party that produces Disclosure  
9 or Discovery Material in this Action.

10          3.13 Professional Vendors: persons or entities that provide litigation  
11 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
12 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
13 and their employees and subcontractors.

14          3.14 Protected Material: any Disclosure or Discovery Material that is  
15 designated as “CONFIDENTIAL.”

16          3.15 Receiving Party: a Party that receives Disclosure or Discovery  
17 Material from a Producing Party.

18           4.     **SCOPE**

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

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

26           5.     **DURATION**

27           Even after final disposition of this litigation, the confidentiality obligations  
28 imposed by this Order shall remain in effect until a Designating Party agrees

1 otherwise in writing or a court order otherwise directs. Final disposition shall be  
2 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
3 or without prejudice; and (2) final judgment herein after the completion and  
4 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
5 including the time limits for filing any motions or applications for extension of time  
6 pursuant to applicable law.

7           **6.       DESIGNATING PROTECTED MATERIAL**

8           6.1    Exercise of Restraint and Care in Designating Material for  
9 Protection. Each Party or Non-Party that designates information or items for  
10 protection under this Order must take care to limit any such designation to specific  
11 material that qualifies under the appropriate standards. The Designating Party must  
12 designate for protection only those parts of material, documents, items, or oral or  
13 written communications that qualify so that other portions of the material,  
14 documents, Items, or communications for which protection is not warranted are not  
15 swept unjustifiably within the ambit of this Order.

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

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

24           Designation in conformity with this Order requires:

25                           (a)   for information in documentary form (e.g., paper or  
26 electronic documents, but excluding transcripts of depositions or other pretrial or  
27 trial proceedings), that the Producing Party affix at a minimum, the legend  
28 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that

1 contains protected material. If only a portion or portions of the material on a page  
2 qualifies for protection, the Producing Party also must clearly identify the protected  
3 portion(s) (e.g., by making appropriate markings in the margins).

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

16 (b) for testimony given in depositions that the  
17 Designating Party identify the Disclosure or Discovery Material on the record,  
18 before the close of the deposition all protected testimony.

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

25 6.2 Inadvertent Failures to Designate. If timely corrected, an  
26 inadvertent failure to designate qualified information or items does not, standing  
27 alone, waive the Designating Party’s right to secure protection under this Order for  
28 such material. Upon timely correction of a designation, the Receiving Party must

1 make reasonable efforts to assure that the material is treated in accordance with the  
2 provisions of this Order.

3           **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4           7.1 Timing of Challenges. Any Party or Non-Party may challenge a  
5 designation of confidentiality at any time that is consistent with the Court’s  
6 Scheduling Order.

7           7.2 Meet and Confer. The Challenging Party shall initiate the dispute  
8 resolution process under Local Rule 37.1 et seq.

9           7.3 The burden of persuasion in any such challenge proceeding shall  
10 be on the Designating Party. Frivolous challenges, and those made for an improper  
11 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
12 parties) may expose the Challenging Party to sanctions. Unless the Designating  
13 Party has waived or withdrawn the confidentiality designation, all parties shall  
14 continue to afford the material in question the level of protection to which it is  
15 entitled under the Producing Party’s designation until the Court rules on the  
16 challenge.

17           **8. ACCESS TO AND USE OF PROTECTED MATERIAL**

18           8.1 Basic Principles. A Receiving Party may use Protected Material  
19 that is disclosed or produced by another Party or by a Non-Party in connection with  
20 this Action only for prosecuting, defending, or attempting to settle this Action. Such  
21 Protected Material may be disclosed only to the categories of persons and under the  
22 conditions described in this Order. When the Action has been terminated, a  
23 Receiving Party must comply with the provisions of section 14 below (FINAL  
24 DISPOSITION).

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

1                   8.2    Disclosure of “CONFIDENTIAL” Information or Items. Unless  
2 otherwise ordered by the court or permitted in writing by the Designating Party, a  
3 Receiving Party may disclose any information or item designated  
4 “CONFIDENTIAL” only to:

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

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

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

14                              (d)    the court and its personnel;

15                              (e)    court reporters and their staff;

16                              (f)    professional jury or trial consultants, mock jurors,  
17 and Professional Vendors to whom disclosure is reasonably necessary for this  
18 Action and who have signed the “Acknowledgment and Agreement to Be Bound”  
19 (Exhibit A);

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

23                              (h)    during their depositions, witnesses, and attorneys  
24 for witnesses, in the Action to whom disclosure is reasonably necessary provided:  
25 (1) the deposing party requests that the witness sign the form attached as Exhibit A  
26 hereto; and (2) they will not be permitted to keep any confidential information  
27 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A),  
28 unless otherwise agreed by the Designating Party or ordered by the court. Pages of

1 transcribed deposition testimony or exhibits to depositions that reveal Protected  
2 Material may be separately bound by the court reporter and may not be disclosed to  
3 anyone except as permitted under this Stipulated Protective Order; and

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

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

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

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

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

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

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

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

3           10.1 The terms of this Order are applicable to information produced  
4 by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such  
5 information produced by Non-Parties in connection with this litigation is protected  
6 by the remedies and relief provided by this Order. Nothing in these provisions  
7 should be construed as prohibiting a Non-Party from seeking additional protections.

8           10.2 In the event that a Party is required, by a valid discovery request,  
9 to 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                   (a) promptly notify in writing the Requesting Party and  
13 the Non-Party that some or all of the information requested is subject to a  
14 confidentiality agreement with a Non-Party;

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

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

20           10.3 If the Non-Party fails to seek a protective order from this court  
21 within 14 days of receiving the notice and accompanying information, the Receiving  
22 Party may produce the Non-Party’s confidential information responsive to the  
23 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
24 Party shall not produce any information in its possession or control that is subject to  
25 the confidentiality agreement with the Non-Party before a determination by the  
26 court. 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

1           **11. UNAUTHORIZED DISCLOSURE OF PROTECTED**  
2 **MATERIAL**

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

11           **12. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
12 **OTHERWISE PROTECTED MATERIAL**

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

23           **13. MISCELLANEOUS**

24           13.1 Right to Further Relief. Nothing in this Order abridges the right  
25 of any person to seek its modification by the Court in the future.

26           13.2 Right to Assert Other Objections. By stipulating to the entry of  
27 this Protective Order no Party waives any right it otherwise would have to object to  
28 disclosing or producing any information or item on any ground not addressed in this

1 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
2 ground to use in evidence of any of the material covered by this Protective Order.

3           13.3 Filing Protected Material. A Party that seeks to file under seal  
4 any Protected Material must comply with Civil Local Rule 79-5. Protected Material  
5 may only be filed under seal pursuant to a court order authorizing the sealing of the  
6 specific Protected Material at issue. If a Party's request to file Protected Material  
7 under seal is denied by the court, then the Receiving Party may file the information  
8 in the public record unless otherwise instructed by the court.

9           **14. FINAL DISPOSITION**

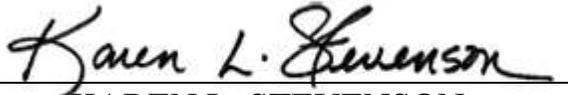
10           After the final disposition of this Action, as defined in paragraph 4, within 60  
11 days of a written request by the Designating Party, each Receiving Party must return  
12 all Protected Material to the Producing Party or destroy such material. As used in  
13 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
14 summaries, and any other format reproducing or capturing any of the Protected  
15 Material. Whether the Protected Material is returned or destroyed, the Receiving  
16 Party must submit a written certification to the Producing Party (and, if not the same  
17 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
18 (by category, where appropriate) all the Protected Material that was returned or  
19 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
20 abstracts, compilations, summaries or any other format reproducing or capturing any  
21 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
22 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
23 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
24 reports, attorney work product, and consultant and expert work product, even if such  
25 materials contain Protected Material. Any such archival copies that contain or  
26 constitute Protected Material remain subject to this Protective Order as set forth in  
27 Section 5 (DURATION).

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

For good cause shown, IT IS SO ORDERED.

Dated: March 21, 2017

  
KAREN L. STEVENSON  
UNITED STATES MAGISTRATE JUDGE

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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_, of \_\_\_\_\_,  
declare under penalty of perjury that I have read in its entirety and understand the  
Stipulated Protective Order that was issued by the United States District Court for  
the Central District of California on \_\_\_\_\_ in the case of *Terteryan, et al v.*  
*Nissan Motor Acceptance Corporation*, Case No. 2:16-cv-02029 GW (KSx). I agree  
to comply with and to be bound by all the terms of this Stipulated Protective Order  
and I understand and acknowledge that failure to so comply could expose me to  
sanctions and punishment in the nature of contempt. I solemnly promise that I will  
not disclose in any manner any information or item that is subject to this Stipulated  
Protective Order to any person or entity except in strict compliance with the  
provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_,  
of \_\_\_\_\_, as my  
California agent for service of process in connection with this action or any  
proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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