

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

UNITED STATES DISTRICT  
COURT  
CENTRAL DISTRICT OF CALIFORNIA

DAVID I. DONNER, et al,  
Plaintiff,

vs.

FCA US LLC, A Delaware Limited  
Liability Company; and DOES 1  
through 20, inclusive  
Defendants.

Case No: 2:17-cv-2303 MRW

**STIPULATED PROTECTIVE ORDER  
(MRW VERSION 2/17)**

1. INTRODUCTION

1.1 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

1 affords from public disclosure and use extends only to the limited information or items  
2 that are entitled to confidential treatment under the applicable legal principles. The  
3 parties further acknowledge, as set forth in section 12.3, below, that this Stipulated  
4 Protective Order does not entitle them to file confidential information under seal; Civil  
5 Local Rule 79-5 sets forth the procedures that must be followed and the standards that  
6 will be applied when a party seeks permission from the court to file material under seal.  
7  
8

9 1.2 GOOD CAUSE STATEMENT

10 This is an action brought by owners of a 2011 Jeep Grand Cherokee against the  
11 vehicle's manufacturer alleging violations of the Song-Beverly Consumer Warranty Act  
12 as well as a claim for fraudulent concealment of a vehicle defect. Plaintiff seeks  
13 discovery from Convergys Corporation, a non-party subcontractor of Defendant FCA  
14 US LLC ("FCA") that provides call center and customer support services. Plaintiff  
15 requests certain information from Convergys and FCA, including call center procedures  
16 and guidelines, telephone scripts, and internal corporate policies and communications,  
17 which Stericycle, Convergys and/or FCA claim to be proprietary and confidential and  
18 that the unauthorized disclosure of said information would cause harm to Stericycle,  
19 Convergys Corporation and/or FCA if their respective competitors were able to acquire  
20 and utilize this information to their advantage.  
21  
22  
23  
24

25 ///

26 ///

27 ///

1     2.     DEFINITIONS

2  
3           2.1     Action: the above-captioned federal law suit, as well as any related or  
4 consolidated law suits in this Court brought on behalf of plaintiffs alleging violations of  
5 the Song-Beverly Consumer Warranty Act against FCA in which plaintiffs are  
6 represented by Knight law Group as set forth in the Appendix of Actions attached hereto

7  
8           2.2     Challenging Party: A Party or Non-Party that challenges the designation of  
9 information or other items under this Order.

10           2.3     “CONFIDENTIAL” Information or Items: information (regardless of how  
11 it is generated, stored or maintained) or tangible things that qualify for protection under  
12 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
13 Statement.  
14

15           2.4     Counsel: Outside Counsel of Record and House Counsel (as well as their  
16 support staff.)  
17

18           2.5     Designating Party: a Party or Non-Party that designates information or  
19 items that it produces in disclosures or in response to discovery as “CONFIDENTIAL.”  
20

21           2.6     Disclosure or Discovery Material: all items or information, regardless of  
22 the medium or manner in which it is generated, stored, or maintained, (including, among  
23 other things, testimony, transcripts, and tangible things), that are produced or generated  
24 in disclosures or responses to discovery in this matter.  
25  
26  
27  
28

1           2.7    Expert: a person with specialized knowledge or experience in a matter  
2 pertinent to the ligation who has been retained by a Party or its counsel to serve as an  
3 expert witness or as a consultant in this Action.  
4

5           2.8    House Counsel: attorneys who are employees of a Party to this Action.  
6 House Counsel does not include Outside Counsel of Record or any other outside  
7 counsel.  
8

9           2.9    Non-Party: any natural person, partnership, corporation, association, or  
10 other legal entity not named as a Party to this action.  
11

12           2.10 Outside Counsel of Record: attorneys who are not employees of a party to  
13 this Action but are retained to represent or advise a party to this Action and have  
14 appeared in this Action on behalf of that party or are affiliated with a law firm which has  
15 appeared on behalf of that party, and includes support staff.  
16

17           2.11 Party: any party to this Action, including all of its officers, directors,  
18 employees, consultants, retained experts, Outside Counsel of Record (and their support  
19 staffs).  
20

21           2.12 Producing Party: A Party or Non-Party that produces Disclosure or  
22 Discovery Material in this Action.  
23

24           2.13 Professional Vendors: persons or entities that provide litigation support  
25 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
26 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
27 their employees and subcontractors.  
28

1           2.14 Protected Material: any Disclosure or Discovery Material that is designated  
2 as “CONFIDENTIAL”.

3  
4           2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
5 from a Producing Party.

6           3.     SCOPE

7  
8           The protections conferred by this Stipulation and Order cover not only Protected  
9 Material (as defined above), but also (1) any information copied or extracted from  
10 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
11 Material; and (3) any testimony, conversations, or presentations by Parties or their  
12 Counsel that might reveal Protected Material.  
13

14           Any use of Protected Material at trial will be governed by the orders of the trial  
15 judge. This Order does not govern the use of Protected Material at trial.  
16

17           4.     DURATION

18           Even after final disposition of this litigation, the confidentiality obligations  
19 imposed by this Order will remain in effect until Designating Party agrees otherwise in  
20 writing or a court order otherwise directs. Final disposition will be deemed to be the  
21 later (1) dismissal of all claims and defenses in this Action (including all related law  
22 suits as defined above), with or without prejudice; and (2) final judgment herein after the  
23 completion and exhaustion of all appeals, rehearings, remands, trials or reviews of this  
24 Action (including all related law suits as defined above), including the time limits for  
25  
26  
27  
28

1 filing any motions or applications for extension of time pursuant to applicable law.

2 5. DESIGNATING PROTECTED MATERIAL

3  
4 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

24 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
25 Order (see, e.g. second paragraph of section 5.2 (a) below), or as otherwise stipulated or  
26 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
27 must be clearly so designated before the material is disclosed or produced.  
28

1 Designation in conformity with this Order requires:

2 (a) For information in documentary form (e.g., paper or electronic documents,  
3 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
4 Producing Party affix at minimum, the legend “CONFIDENTIAL” (hereinafter  
5 “CONFIDENTIAL legend”), to each page that contains protected material. If only a  
6 portion or portions of the material on a page qualifies for protection, the Producing Party  
7 also must clearly identify the protected portion(s) (e.g., by making appropriate markings  
8 in the margins).  
9  
10

11 A Party or Non-Party that makes original documents available for inspection need  
12 not designate them for protection until after the inspecting Party has indicated which  
13 documents it would like copied and produced. During the inspection and before the  
14 designation, all of the material made available for inspection will be deemed  
15 “CONFIDENTIAL”. After the inspecting party has identified the documents it wants  
16 copied and produced, the Producing Party must determine which documents, or portions  
17 thereof, qualify for protection under this Order. Then, before producing the specified  
18 documents, the Producing Party must affix “CONFIDENTIAL legend” to each page that  
19 contains Protected Material. If only a portion or portions of the material on a page  
20 qualifies for protection the Producing Party also must clearly identify the protected  
21 portion(s) (e.g., by making appropriate markings in the margins).  
22  
23  
24  
25  
26  
27  
28

1 (b) for testimony given in depositions that the Designating Party identify the  
2 Disclosure or Discovery Material on the record, before the close of the deposition all  
3 protected testimony.  
4

5 (c) for information produced in some form other than documentary and for any  
6 other tangible items, that Producing Party affix in a prominent place on the exterior or  
7 the container or containers in which the information is stored the legend  
8 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
9 protection, the Producing Party, to the extent practicable, will identify the protected  
10 portion(s).  
11  
12

13 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
14 to designate qualified information or items does not, standing alone, waive the  
15 Designating Party’s right to secure protection under this Order for such material. Upon  
16 timely correction of a designation, the Receiving Party must make reasonable efforts to  
17 assure that the material is treated in accordance with the provisions of this Order.  
18  
19

20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
22 designation of confidentiality at any time that is consistent with the Court’s Scheduling  
23 Order.  
24

25 6.2 Meet and Confer. The Challenging Party will initiate the dispute resolution  
26 process (and, if necessary, file a discovery motion) under Local Rule 37.1 et seq.  
27  
28



1           6.3    The burden of persuasion in any such challenge proceeding will be on the  
2 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,  
3 to harass or impose unnecessary expenses and burdens on other parties) may expose the  
4 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn  
5 the confidentiality designation, all parties will continue to afford the material in question  
6 the level of protection to which it is entitled under the Producing Party’s designation  
7 until the Court rules on the challenge.  
8  
9

10  
11  
12    7.    ACCESS TO AND USE OF PROTECTED MATERIAL

13           7.1    Basis Principles. A Receiving Party may use Protected Material that is  
14 disclosed or produced by another Party or by a Non-Party in connection with this Action  
15 only for prosecuting, defending, or attempting to settle this Action. Such Protected  
16 Material may be disclosed only to the categories of persons and under the conditions  
17 described in this Order. When the Action has been terminated, a Receiving Party must  
18 comply with the provisions of section 13 below (FINAL DISPOSITION).  
19  
20

21           Protected Material must be stored and maintained by a Receiving Party at a  
22 location and in a secure manner that ensures that access is limited to the persons  
23 authorized under this Order.  
24

25           7.2    Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
26 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
27 may disclose any information or item designated “CONFIDENTIAL” only to:  
28

1 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as  
2 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
3 disclose the information for this Action;  
4

5 (b) the officers, directors and employees (including House Counsel) of the  
6 Receiving Party to whom disclosure is reasonably necessary for this Action;  
7

8 (c) Experts (as defined in this Order) of the Receiving Party to whom  
9 disclosure is reasonably necessary for this Action and who have signed the  
10 "Acknowledgement and Agreement to be Bound" (Exhibit A);  
11

12 (d) the Court and its personnel;

13 (e) court reporters and their staff;

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

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

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

1 depositions that reveal Protected Material may be separately bound by the court reporter  
2 and may not be disclosed to anyone except as permitted under this Stipulated Protective  
3 Order; and  
4

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

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

10 If a Party is served with a subpoena or a court order issued in other litigation that  
11 compels disclosure of any information or items designated in this Action as  
12 “CONFIDENTIAL,” that Party must:  
13

14 (a) promptly notify in writing the Designating Party. Such notification will  
15 include a copy of the subpoena or court order;

16 (b) promptly notify in writing the party who caused the subpoena or order to  
17 issue in the other litigation that some or all of the material covered by the subpoena or  
18 order is subject to this Protective Order. Such notification will include a copy of this  
19 Stipulated Protective Order; and  
20

21 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
22 the Designating Party whose Protected Material may be affected.  
23

24 If the Designating Party timely seeks a protective order, the Party served with the  
25 subpoena or court order will not produce any information designated in this action as  
26 “CONFIDENTIAL” before a determination by the court from which the subpoena or  
27 order issued, unless the Party has obtained the Designating Party’s permission. The  
28

1 Designating Party will bear the burden and expense of seeking protection in that court of  
2 its confidential material and nothing in these provisions should be construed as  
3  
4 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive  
5 from another court.

6 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
7 IN THIS LITIGATION

8 (a) The Terms of this Order are applicable to information produced by a Non-  
9 Party in this Action and designated as "CONFIDENTIAL." Such information produced  
10 by Non-Parties in connection with this litigation is protected by the remedies and relief  
11 provided by this Order. Nothing in these provisions should be construed as prohibiting a  
12 Non-Party from seeking additional protections.  
13  
14

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

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

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

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

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

11  
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 writing  
16 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
17 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
18 whom unauthorized disclosures were made of all terms of this Order, and (d) request  
19 such person or persons to execute the "Acknowledgement and Agreement to be Bound"  
20 that is attached hereto as Exhibit A.  
21  
22

23  
24 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
25 PROTECTED MATERIAL

26 When a Producing Party gives notice to Receiving Parties that certain  
27 inadvertently produced material is subject to a claim of privilege or other protection, the  
28 obligations of the Receiving Parties are those set forth in Federal Rule of Civil

1 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
2 may be established in an e-discovery order that provides for production without prior  
3 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
4 parties reach an agreement on the effect of disclosure of a communication or information  
5 covered by the attorney-client privilege or work product protection, the parties may  
6 incorporate their agreement in the stipulated protective order submitted to the court.  
7

8  
9 **12. MISCELLANEOUS**

10 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
11 person to seek its modification by the Court in the future.  
12

13 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
14 Protective Order no Party waives any right or otherwise would have to object to  
15 disclosing or producing any information or item on any ground not addressed in this  
16 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
17 ground to use in evidence of any of the material covered by this Protective Order.  
18

19 12.3 Filing Protected Material. A Party that seeks to file under seal any  
20 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
21 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
22 Protected Material at issue. If a Party's request to file Protected Material under seal is  
23 denied by the court, then the Receiving Party may file the information in the public  
24 record unless otherwise instructed by the court.  
25  
26

27  
28 **13. FINAL DISPOSITION**

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

25 14. Any willful violation of this Order may be punished by civil or criminal contempt  
26 proceedings, financial or evidentiary sanctions, reference or disciplinary authorities, or  
27 other appropriate action at the discretion of the Court.  
28

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

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: 2/4/18


  
\_\_\_\_\_  
Attorneys for Plaintiff

DATED: 2/5/18

  
\_\_\_\_\_  
Attorneys for Defendant

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED

DATED: 3/15/2018

  
\_\_\_\_\_  
HON. MICHAEL R. WILNER  
United States Magistrate Judge



1 EXHIBIT A  
2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [full name], of  
4 \_\_\_\_\_ [full address], declare under penalty of perjury that I have read  
5  
6 in its entirety and understand the Stipulated Protective Order that was issued by the  
7 United States District Court for the Central District of California on [date] in the case of  
8 Donner v. FCA US LLC, et al., 2:17-cv-2303. I agree to comply with and to be bound  
9  
10 by all the terms of this Stipulated Protective Order and I understand and acknowledge  
11 that failure to so comply could expose me to sanctions and punishment in the nature of  
12 contempt. I solemnly promise that I will not disclose in any manner any information or  
13  
14 item that is subject to this Stipulated Protective Order to any person or entity except in  
15 strict compliance with the provisions of this Order.

16 I further agree to submit to the jurisdiction of the United States District Court for  
17 the Central District of California for the purpose of enforcing the terms of this Stipulated  
18 Protective Order, even if such enforcement proceedings occur after termination of this  
19 action. I hereby appoint \_\_\_\_\_ [full name] of  
20  
21 \_\_\_\_\_ [full address and telephone number] as my  
22  
23 California agent for service of process in connection with this action or any proceedings  
24 related to enforcement of this Stipulated Protective Order.

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

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

1 1160259.0616540 4821-6892-1946v1

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

# APPENDIX

2:17-cv-02267-MRW Kirk Gordon Bisto

2:17-cv-03382-MRW Blaquera, David

2:17-cv-02291-MRW Rafael Cardenas

2:17-cv-05580-MRW Corpeno, Walter

5:17-cv-00562-MRW Carl J. Cieslikowski

2:17-cv-02303-MRW David I. Donner &  
Kathleen A. Donner

2:16-cv-05415-MRW Juane L. Elenes

5:17-cv-00560-MRW Espudo, Maria

5:17-cv-00557-MRW Flores, Deanna

2:17-cv-02198-MRW Ana S. Garcia

2:17-cv-02665-MRW Garcia, Jose

2:17-cv-02322-MRW Garcia, Robert

5:17-cv-00545-MRW Gonzalez, Josie

2:17-cv-02302-MRW Gonzalez, Maribel &  
Palacios, Alfredo

2:17-cv-01823-MRW Renee E. Hall

5:17-cv-00549-MRW Hansen, Johan

5:17-cv-00547-MRW Huerta, Michael

2:17-cv-02435-MRW Jordan, Harold & Marna

2:16-cv-05452-MRW Gloria J. Lawrence

2:16-cv-05190-MRW Laura Lee

2:17-cv-02322-MRW Macias, Robert &  
Karen Macias

2:17-cv-04307-PSG-MRW Martinez, Alvarado,  
Abel

2:17-cv-04307-MRW Alvarado Murrieta, Julio

5:17-cv-00568-PSG-MRW Schwartz, Donna

2:17-cv-02475-PSG-MRW Tarango, Barbara  
and Hernandez, Freddy