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

Case No. 2:19-cv-05984 RGK(ASx)

ROBERTA BILBREY, JIMMY BAHN,
LAWRENCE GOLDMAN, MARK
PEOPLES, JAMAL SAMAHA,
GEORGE QUINLAN, KARA DRATH,
GARY HANNA, SARAH GRAVLIN,
CAITLIN KREMER, CINDY ORTIZ,
ALEXI CHISARI, ROBERT MOSS,
MICHAEL BRUMER, DAVE
JAHSMAN, JOHN BARTHOLOMEW,
VIMAL LAWRENCE, KAYCE
KLEEHAMER, MARK KLEIN, BRIAN
KLEIN, CHARLES DENARO, ADAM
PRYOR, SRIKARTHIK SUBBARAO,
DANIEL ALLAN, PAUL GONZALES,
ERIC FADEN, HAMILTON HINES,
AND KRISTEN GRATTON, on behalf
of themselves and all others similarly
situated,

PROTECTIVE ORDER

Plaintiffs,

v.

AMERICAN HONDA MOTOR CO.,
INC., a California corporation,

Defendant.

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary or private information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted.
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
6 Stipulated Protective Order. The parties acknowledge that this Order does not confer
7 blanket protections on all disclosures or responses to discovery and that the protection
8 it affords from public disclosure and use extends only to the limited information or items
9 that are entitled to confidential treatment under the applicable legal principles. The
10 parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated
11 Protective Order does not entitle them to file confidential information under seal; Civil
12 Local Rule 79-5 sets forth the procedures that must be followed and the standards that
13 will be applied when a party seeks permission from the Court to file material under seal.

14 B. GOOD CAUSE STATEMENT

15 This case relates to model year 2019-2020 Acura RDX vehicles. Plaintiffs'
16 claims are based on one or more vehicle technology components in these vehicles, *see*
17 SAC ¶ 297, and therefore this action is likely to involve trade secrets; proprietary
18 engineering data; customer and pricing lists and other valuable research, development,
19 commercial, and financial information; and other technical and/or proprietary
20 information for which special protection from public disclosure and from use for any
21 purpose other than prosecution of this action is warranted. Such confidential and
22 proprietary materials and information may also consist of, among other things,
23 confidential business or financial information, information regarding confidential
24 business practices, or other confidential research, development, or commercial
25 information implicating privacy rights of third parties (such as third-party suppliers);
26 and other information otherwise generally unavailable to the public, or which may be
27 privileged or otherwise protected from disclosure under state or federal statutes, court
28 rules, case decisions, or common law.

1 Accordingly, to expedite the flow of information, to facilitate the prompt
2 resolution of disputes over confidentiality of discovery materials, to adequately protect
3 information the parties are entitled to keep confidential, to ensure that the parties are
4 permitted reasonable necessary uses of such material in preparation for and in the
5 conduct of trial, to address their handling at the end of the litigation, and serve the ends
6 of justice, a protective order for such information is justified in this matter. It is the
7 intent of the parties that information will not be designated as confidential for tactical
8 reasons and that nothing be so designated without a good faith belief that it has been
9 maintained in a confidential, non-public manner, and there is good cause why it should
10 not be part of the public record of this case.

11 2. DEFINITIONS

12 2.1 Action: this pending federal lawsuit.

13 2.2 Challenging Party: a Party or Non-Party that challenges the designation
14 of information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
16 it is generated, stored or maintained) or tangible things that qualify for protection under
17 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
18 Statement.

19 2.4 Competitor/Conflicted Consultant: any expert or consultant who is
20 currently (1) an employee of an automobile manufacturer competitor (“Competitor”) of
21 any Honda entity; (2) serving as a consultant to such Competitor on matters relating to
22 the vehicle components in issue in this litigation, including without limitation vehicle
23 media connectivity development; or (3) otherwise conflicted out based on, *inter alia*,
24 agency principles or governing law (collectively, “Conflicted Consultants”).

25 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their
26 support staff).

27 2.6 Designating Party: a Party or Non-Party that designates information or
28 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL”

1 or “HIGHLY CONFIDENTIAL.”

2 2.7 Disclosure or Discovery Material: all items or information, regardless of
3 the medium or manner in which it is generated, stored, or maintained (including, among
4 other things, testimony, transcripts, and tangible things), that are produced or generated
5 in disclosures or responses to discovery in this matter.

6 2.8 Expert: a person (and their staff) with specialized knowledge or
7 experience in a matter pertinent to the litigation who has been retained by a Party or its
8 counsel to serve as an expert witness or as a consultant in this Action.

9 2.9 “HIGHLY CONFIDENTIAL” Information or Items: extremely sensitive
10 “CONFIDENTIAL” Information or Items, disclosure of which to another Party or Non-
11 Party would create a substantial risk of serious harm that could not reasonably be avoided
12 by less restrictive means. By way of example, and not limitation, “HIGHLY
13 CONFIDENTIAL” information may include economically or competitively sensitive
14 information such as non-public design, development, or testing information (particularly
15 that relates to recent or current model year vehicles); engineering specifications or
16 schematics; strategic planning or pricing information; trade secrets; negotiation strategies;
17 proprietary hardware or software or systems; and proprietary edits or customizations to
18 software.

19 2.10 House Counsel: attorneys who are employees of a party to this Action.
20 House Counsel does not include Outside Counsel of Record or any other outside
21 counsel.

22 2.11 Non-Party: any natural person, partnership, corporation, association or
23 other legal entity not named as a Party to this action.

24 2.12 Outside Counsel of Record: attorneys who are not employees of a party to
25 this Action but are retained to represent or advise a party to this Action and have
26 appeared in this Action on behalf of that party or are affiliated with a law firm which
27 has appeared on behalf of that party, and includes support staff.

28 2.13 Party: any party to this Action, including all of its officers, directors,

1 employees, consultants, retained experts, and Outside Counsel of Record (and their
2 support staffs).

3 2.14 Producing Party: a Party or Non-Party that produces Disclosure or
4 Discovery Material in this Action.

5 2.15 Professional Vendors: persons or entities that provide litigation support
6 services (e.g., photocopying, videotaping, translating, preparing exhibits or
7 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
8 their employees and subcontractors.

9 2.16 Protected Material: any Disclosure or Discovery Material that is
10 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

11 2.17 Receiving Party: a Party that receives Disclosure or Discovery Material
12 from a Producing Party.

13 3. SCOPE

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

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 4. DURATION

22 FINAL DISPOSITION of the action is defined as the conclusion of any appellate
23 proceedings, or, if no appeal is taken, when the time for filing of an appeal has run.
24 Even after final disposition of this litigation, the confidentiality obligations imposed by
25 this Order shall remain in effect until a Designating Party agrees otherwise in writing
26 or a court order otherwise directs. Final disposition shall be deemed to be the later: of
27 (1) dismissal of all claims and defenses in this Action, with prejudice; and (2) final
28 judgment herein after the completion and exhaustion of all appeals, rehearings,

1 remands, trials, or reviews of this Action, including the time limits for filing any
2 motions or applications for extension of time pursuant to applicable law.

3 5. DESIGNATING PROTECTED MATERIAL

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

5 Each Party or Non-Party that designates information or items for protection under this
6 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 ambit of this
11 Order.

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

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

20 5.2 Manner and Timing of Designations. Except as otherwise provided in this
21 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
22 or ordered, Disclosure or Discovery Material that qualifies for protection under this
23 Order must be clearly so designated before the material is disclosed or produced.

24 Designation in conformity with this Order requires:

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

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

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

19 (b) for testimony given in depositions or in other pretrial or trial proceedings,
20 that the Designating Party identifies the Disclosure or Discovery Material on the record
21 or in writing within 21 days of receipt of the final transcript of the deposition or other
22 proceedings. All testimony shall be treated as “HIGHLY CONFIDENTIAL” until the
23 expiration of such 21-day period, unless mutually agreed by the Parties in writing.

24 (c) for information produced in some form other than documentary and for
25 any other tangible items, that the Producing Party affix in a prominent place on the
26 exterior of the container or containers in which the information is stored the legend
27 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” If only a portion of the
28 information warrants protection, the Producing Party, to the extent practicable, shall

1 identify the protected portion(s).

2 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
3 failure to designate qualified information or items does not, standing alone, waive the
4 Designating Party's right to secure protection under this Order for such material. Upon
5 timely correction of a designation, the Receiving Party must make reasonable efforts to
6 assure that the material is treated in accordance with the provisions of this Order.

7 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

8 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
9 designation of confidentiality at any time that is consistent with the Court's Scheduling
10 Order.

11 6.2 Meet and Confer. The Challenging Party shall initiate the informal dispute
12 resolution process set forth in the Court's Procedures and Schedules. See
13 <http://www.cacd.uscourts.gov/honorable-alka-sagar>. To avoid ambiguity as to whether
14 a challenge has been made, the written notice must identify the specified Protected
15 Information by Bates number and recite that the challenge to confidentiality is being
16 made in accordance with this specific paragraph of the Protective Order.

17 6.3 The burden of persuasion in any such challenge proceeding shall be on the
18 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
19 to harass or impose unnecessary expenses and burdens on other parties) may expose the
20 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
21 the confidentiality designation, all parties shall continue to afford the material in
22 question the level of protection to which it is entitled under the Producing Party's
23 designation until the Court rules on the challenge.

24 7. ACCESS TO AND USE OF PROTECTED MATERIAL

25 7.1 Basic Principles. A Receiving Party may use Protected Material that is
26 disclosed or produced by another Party or by a Non-Party in connection with this Action
27 only for prosecuting, defending or attempting to settle this Action. Such Protected
28 Material may be disclosed only to the categories of persons and under the conditions

1 described in this Order. When the Action has been terminated, a Receiving Party must
2 comply with the provisions of section 13 below (FINAL DISPOSITION).

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

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
7 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party
8 may disclose any information or item designated “CONFIDENTIAL” only to:

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

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

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

17 (d) the Court and its personnel;

18 (e) court reporters and their staff;

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

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

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

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

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

7 7.3 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items. Unless
8 otherwise ordered by the Court or permitted in writing by the Designating Party, a
9 Receiving Party may disclose any information or item designated HIGHLY
10 CONFIDENTIAL to the persons listed in Paragraph 7.2 sections (a) and (c)-(i), subject
11 to the following additional requirements:

12 (a) Before disclosure of “HIGHLY CONFIDENTIAL” Information may be
13 made to any Experts (as defined in this Order), and in addition to the requirements set
14 forth in Paragraph 7.2(c), counsel for defendant must be given at least ten (10) business
15 days’ prior written notice of the identity of the Expert or consultant to whom such
16 disclosure is to be made (including his or her name, address, current job title and
17 employer, current resume, and the names of Competitors in the past three years by
18 which the Expert or consultant has been employed, retained or performed services for)
19 and must not object to disclosure, but if defendant objects to disclosure, no disclosure
20 of “HIGHLY CONFIDENTIAL” Information shall be made unless and until resolution
21 of such objection has been reached; plaintiffs agree to not retain any Expert or
22 consultant who is: (i) currently an employee or independent contractor of a Competitor;
23 (ii) currently serving as a consultant to a Competitor on matters relating to the vehicle
24 components in issue in this litigation, including without limitation infotainment
25 components; or (iii) otherwise conflicted out based on, inter alia, agency principles or
26 governing law. The requirements of this paragraph apply with respect to any Competitor
27 or Conflicted Consultant as defined in Section 2.4.

28 (b) Notwithstanding the foregoing, a Receiving Party may disclose any

1 “HIGHLY CONFIDENTIAL” Information or Items while on the record in a deposition
2 taken in this action to a witness provided: (i) counsel in good faith believes the witness
3 has knowledge of the matters contained in the “HIGHLY CONFIDENTIAL”
4 Information or Items (but only as to the subject matter to which the witness is reasonably
5 believed to have knowledge); (ii) counsel in good faith deems it necessary for the
6 prosecution of defense of this action to show the “HIGHLY CONFIDENTIAL”
7 Information or Items to the witness; and (iii) the witness shall sign the
8 “Acknowledgment and Agreement to Be Bound” (Exhibit A) before the “HIGHLY
9 CONFIDENTIAL” Information or Items are disclosed. If a dispute arises regarding
10 whether it is necessary for the prosecution or defense of this action to show “HIGHLY
11 CONFIDENTIAL” Information or Items to the witness, counsel for the parties present
12 at the deposition shall meet and confer during the deposition in an attempt to resolve
13 the dispute in advance of the “HIGHLY CONFIDENTIAL” Information or Items are
14 disclosed to the witness. If the parties are unable to resolve the dispute, the “HIGHLY
15 CONFIDENTIAL” Information or Items shall not be disclosed to the witness until such
16 time that the Parties or Court resolves the dispute.

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

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

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

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

28 (3) cooperate with respect to all reasonable procedures sought to be

1 pursued by the Designating Party whose Protected Material may be affected.

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

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

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

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

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

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

28 (3) make the information requested available for inspection by the Non-

1 Party, if requested.

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

10 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

19 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
20 PROTECTED MATERIAL

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

1 parties may incorporate their agreement in the stipulated protective order submitted to
2 the Court.

3 12. SECURITY OF COVERED INFORMATION:

4 Any person in possession of another Party's "CONFIDENTIAL" or "HIGHLY
5 CONFIDENTIAL" Information shall exercise the same care with regard to the storage,
6 custody, or use of Confidential "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL"
7 Information as they would apply to their own material of the same or comparable
8 sensitivity. Receiving Parties must take reasonable precautions to protect
9 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" Information from loss, misuse
10 and unauthorized access, disclosure, alteration and destruction, including but not
11 limited to:

12 (a) "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" Information in
13 electronic format shall be maintained in a secure litigation support site(s) that applies
14 standard industry practices regarding data security, including but not limited to
15 application of access control rights to those persons entitled to access
16 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" Information under this Order;

17 (b) An audit trail of use and access to litigation support site(s) shall be
18 maintained while this Litigation, including any appeals, is pending;

19 (c) Any "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" Information
20 downloaded from the litigation support site(s) in electronic format shall be stored only
21 on device(s) (e.g. laptop, tablet, smartphone, thumb drive, portable hard drive, server)
22 that are password protected and/or encrypted with access limited to persons entitled to
23 access "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" Information under this
24 Order. If the user is unable to password protect and/or encrypt the device, then the
25 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" Information shall be password
26 protected and/or encrypted at the file level.

27 (d) "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" Information in
28 paper format is to be maintained in a secure location with access limited to persons

1 entitled to access “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” Information
2 under this Order; and

3 (e) Summaries of “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”
4 Information, including any lists, memorandum, indices or compilations prepared or
5 based on an examination of “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”
6 Information, that quote from or paraphrase “CONFIDENTIAL” or “HIGHLY
7 CONFIDENTIAL” Information in a manner that enables it to be identified shall be
8 accorded the same status of confidentiality as the underlying “CONFIDENTIAL” or
9 “HIGHLY CONFIDENTIAL” Information.

10 (f) If the Receiving Party discovers a breach of security¹ relating to the
11 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” Information of a Producing
12 Party, the Receiving Party shall: (1) provide written notice to the Producing Party of the
13 breach within 48 hours of the Receiving Party’s discovery of the breach; (2) investigate
14 and remediate the effects of the breach, and provide the Producing Party with assurance
15 reasonably satisfactory to the Receiving Party that the breach shall not recur; and (3)
16 provide sufficient information about the breach that the Producing Party can ascertain
17 the size and scope of the breach. The Receiving Party agrees to cooperate with the
18 Producing Party or law enforcement in investigating any such security incident.

19 13. MISCELLANEOUS

20 13.1 Right to Further Relief. Nothing in this Order abridges the right of any
21 person to seek its modification by the Court in the future.

22 13.2 Right to Assert Other Objections. By stipulating to the entry of this
23 Protective Order, no Party waives any right it otherwise would have to object to
24 disclosing or producing any information or item on any ground not addressed in this
25

26 ¹ Breach is defined to include, but is not limited to, the confirmed or suspected: (i)
27 disclosure or use of “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”
28 Information by or to an unauthorized person; and/or (ii) the loss, theft or hacking of a
device containing “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” Information.

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 any
4 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
5 only be filed under seal pursuant to a court order authorizing the sealing of the specific
6 Protected Material at issue. If a Party's request to file Protected Material under seal is
7 denied by the Court, then the Receiving Party may file the information in the public
8 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 all
12 Protected Material to the Producing Party or destroy such material. As used in this
13 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 Party
16 must submit a written certification to the Producing Party (and, if not the same person
17 or entity, to the Designating Party) by the 30 day deadline that (1) identifies (by
18 category, where appropriate) all the Protected Material that was returned or destroyed
19 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
20 compilations, summaries or any other format reproducing or capturing any of the
21 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
22 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
23 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
24 work product, and consultant and expert work product, even if such materials contain
25 Protected Material. Any such archival copies that contain or constitute Protected
26 Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

27 15. VIOLATION

28 Any violation of this Order may be punished by any and all appropriate measures

1 including, without limitation, contempt proceedings and/or monetary sanctions.

2
3 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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5
6 Dated: May 4, 2020

KING & SPALDING LLP

7
8 By: /s/ Michael B. Shortnacy
MICHAEL B. SHORTNACY (SBN 277035)
9 LIVIA M. KISER (SBN 285411)
633 W. 5th Street, Suite 1600
10 Los Angeles, CA 90071
Tel: (213) 443-4355
11 Fax: (213) 443-4310
mshortnacy@kslaw.com
12 lkiser@kslaw.com

13 *Attorneys for Defendant*
14 AMERICAN HONDA MOTOR CO., INC.

15
16 Dated: May 4, 2020

HAGENS BERMAN SOBOL SHAPIRO LLP

17 By: /s/ Sean R. Matt
18 Christopher R. Pitoun (SBN 290235)
301 North Lake Avenue, Suite 920
19 Pasadena, California 91101
Telephone: (213) 330-7150
20 Facsimile: (213) 330-7152
christopherp@hbsslaw.com

21
22 Steve W. Berman (*pro hac vice*)
Sean R. Matt (*pro hac vice*)
23 HAGENS BERMAN SOBOL SHAPIRO LLP
1301 Second Avenue, Suite 2000
24 Seattle, Washington 98101
Telephone: (206) 623-7292
25 Facsimile: (206) 623-0594
steve@hbsslaw.com
26 sean@hbsslaw.com
27
28

1 Jeffrey S. Goldenberg (*pro hac vice*)
2 Todd Naylor (*pro hac vice*)
3 GOLDENBERG SCHNEIDER, LPA
4 One West 4th Street, 18th Floor
5 Cincinnati, Ohio 45202
6 Telephone: (513) 345-8291
7 Facsimile: (513) 345-8294
8 *jgoldenberg@gs-legal.com*
9 *tnaylor@gs-legal.com*

10 *Attorneys for Plaintiffs*

11 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

12 DATED: May 7, 2020

13 / s / Sagar
14 Honorable Alka Sagar
15 United States Magistrate Judge
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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3
4 I, _____ [print or type full name], of
5 _____ [print or type full address], declare under penalty of perjury that I
6 have read in its entirety and understand the Stipulated Protective Order that was issued
7 by the United States District Court for the Central District of California on [date] in the
8 case of *Banh et al. v. American Honda Motor Co., Inc.*, Case No. 2:19-cv-05984
9 RGK(ASx). I agree to comply with and to be bound by all the terms of this Stipulated
10 Protective Order and I understand and acknowledge that failure to so comply could
11 expose me to sanctions and punishment in the nature of contempt. I solemnly promise
12 that I will not disclose in any manner any information or item that is subject to this
13 Stipulated Protective Order to any person or entity except in strict compliance with the
14 provisions of this Order.

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

22 Date: _____

23 City and State where sworn and signed: _____

24
25 Printed name: _____

26
27 Signature: _____