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19 **IN THE UNITED STATES DISTRICT COURT**  
 20 **CENTRAL DISTRICT OF CALIFORNIA**

21 DAVID MACTAVISH, *et al.*,  
 22 individually and on behalf of all others  
 23 similarly situated,

24 Plaintiffs,

25 v.

26 AMERICAN HONDA MOTOR CO.,  
 27 INC.,

28 Defendant.

No. 2:21-cv-04289-GW-JEM

**STIPULATED PROTECTIVE  
 ORDER**

CLASS ACTION

Second Am. Class Action Compl.  
 Filed: November 12, 2021

1 **1. INTRODUCTION**

2 1.1 **PURPOSES AND LIMITATIONS**

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

16 1.2 **GOOD CAUSE STATEMENT**

17 This action is likely to involve confidential information, including trade  
18 secrets and other valuable research, development, commercial, financial,  
19 technical, and/or proprietary information for which special protection from public  
20 disclosure and from use for any purpose other than prosecution of this Action may  
21 be warranted. Such confidential and proprietary materials and information may  
22 consist of, among other things, confidential business or financial information,  
23 information regarding confidential business practices, or other confidential  
24 research, development, or commercial information (including information  
25 implicating privacy rights of third parties), information otherwise generally  
26 unavailable to the public, or which may be privileged or otherwise protected from  
27 disclosure under state or federal statutes, court rules, case decisions, or common  
28 law. Accordingly, to expedite the flow of information, to facilitate the prompt

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

## 11 **2. DEFINITIONS**

12 2.1 Action: *MacTavish, et al. v. American Honda Motor Co., Inc.*, Case No.  
13 2:21-cv-04289-GW-JEM (C.D. Cal.).

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

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

20 2.4 Conflicted Expert: any consultant, investigator, or Expert (a) who is an  
21 employee of an Automobile Manufacturer Competitor (as defined herein) of a  
22 Honda Entity (as defined herein); (b) who was in the employ of an Automobile  
23 Manufacturer Competitor of a Honda Entity 1 year prior to the time disclosure is  
24 made; or (c) who is serving as a consultant to an Automobile Manufacturer  
25 Competitor of a Honda Entity on matters relating to the tailgate wiring harness,  
26 backup camera, and other connected vehicle component(s) at issue in this Action.  
27 An “Automobile Manufacturer Competitor” refers to any company that  
28 manufactures or distributes automobiles equipped with tailgate wiring harnesses or

1 backup cameras, and any suppliers of such tailgate wiring harnesses or backup  
2 cameras. Protected Material may not be disclosed under any circumstances to a  
3 Conflicted Expert. “Honda Entity” currently refers to any of the following:  
4 American Honda Motor Co., Inc. (“AHM”), Honda Motor Co., Ltd. (“HMC”),  
5 Honda R&D Co., Ltd. (“HRD”), Honda R&D Americas, Inc. (“HRA”), Honda of  
6 America Mfg., Inc. (“HAM”), Honda of Canada Mfg. (“HCM”), Honda de Mexico,  
7 S.A. de C.V. (“HDM”), Honda of the UK Manufacturing Ltd. (“HUM”), Honda  
8 Manufacturing of Indiana, LLC (“HMIN”), Honda Manufacturing of Alabama, LLC  
9 (“HMA”), or Honda Development & Manufacturing of America, LLC (HDMA)  
10 (each a “Honda Entity” or collectively, the “Honda Entities”). To the extent that a  
11 new or different Honda entity emerges during this litigation, the Parties shall meet  
12 and confer about revising the definition of “Honda Entity” as appropriate.

13       2.5 Counsel (without qualifier): Outside Counsel of Record and House  
14 Counsel (as well as their support staff).

15       2.6 Designating Party: a Party or Non-Party that designates Disclosure or  
16 Discovery Material as “CONFIDENTIAL.”

17       2.7 Disclosure or Discovery Material: all items or information, regardless  
18 of the medium or manner in which it is generated, stored, or maintained (including,  
19 among other things, testimony, transcripts, and tangible things), that are produced or  
20 generated in disclosures or responses to discovery in this matter.

21       2.8 Expert: a person with specialized knowledge or experience in a matter  
22 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
23 an expert witness or as a consultant in this Action. For purposes of this Stipulated  
24 Protective Order, the term “Expert” excludes any “Conflicted Expert.”

25       2.9 House Counsel: attorneys who are employees of a party to this Action.  
26 House Counsel does not include Outside Counsel of Record or any other outside  
27 counsel.

28       2.10 Non-Party: any natural person, partnership, corporation, association, or

1 other legal entity not named as a Party to this action.

2 2.11 Outside Counsel of Record: attorneys who are not employees of a party  
3 to this Action but are retained to represent or advise a party to this Action and have  
4 appeared in this Action on behalf of that party or are affiliated with a law firm which  
5 has appeared on behalf of that party, and includes support staff.

6 2.12 Party: any party to this Action, including all of its officers, directors,  
7 employees, consultants, retained experts, and Outside Counsel of Record (and their  
8 support staffs).

9 2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
10 Discovery Material in this Action.

11 2.14 Professional Vendors: persons or entities that provide litigation support  
12 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
13 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
14 and their employees and subcontractors.

15 2.15 Protected Material: any Disclosure or Discovery Material that is  
16 designated as “CONFIDENTIAL.”

17 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
18 from a Producing Party.

19 **3. SCOPE**

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

25 The protections conferred by this Stipulation and Order do not cover the  
26 following information: (a) any information that is in the public domain at the time  
27 of disclosure to a Receiving Party or becomes part of the public domain after its  
28 disclosure to a Receiving Party as a result of publication not involving a violation of

1 this Order, including becoming part of the public record through trial or otherwise;  
2 and (b) any information known to the Receiving Party prior to the disclosure or  
3 obtained by the Receiving Party after the disclosure from a source who obtained the  
4 information lawfully and under no obligation of confidentiality to the Designating  
5 Party.

6 Neither this paragraph, nor anything else in this Stipulated Protective Order,  
7 will require a Receiving Party to evaluate whether any document it has lawfully  
8 obtained from the public domain or from a third-party is also a document a  
9 Designating Party has designated as CONFIDENTIAL.

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

#### 12 **4. DURATION**

13 Even after final disposition of this litigation, the confidentiality obligations  
14 imposed by this Order shall remain in effect until a Designating Party agrees  
15 otherwise in writing or a court order otherwise directs. Final disposition shall be  
16 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
17 or without prejudice; and (2) final judgment herein after the completion and  
18 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
19 including the time limits for filing any motions or applications for extension of time  
20 pursuant to applicable law.

21 The Court shall retain jurisdiction, both before and after the entry of a final  
22 judgment in this case, whether by settlement or adjudication, to construe, enforce,  
23 and amend the provisions of this Order.

#### 24 **5. DESIGNATING PROTECTED MATERIAL**

##### 25 5.1 Exercise of Restraint and Care in Designating Material for Protection.

26 Each Party or Non-Party that designates information or items for protection under  
27 this Order must take care to limit any such designation to specific material that  
28 qualifies under the appropriate standards. The Designating Party must designate for

1 protection only those parts of material, documents, items, or oral or written  
2 communications that qualify – so that other portions of the material, documents,  
3 items, or communications for which protection is not warranted are not swept  
4 unjustifiably within the ambit of this Order.

5 Mass, indiscriminate, or routinized designations are prohibited. Designations  
6 that are shown to be clearly unjustified or that have been made for an improper  
7 purpose (e.g., to unnecessarily encumber the case development process or to impose  
8 unnecessary expenses and burdens on other parties) may expose the Designating  
9 Party to sanctions. If it comes to a Designating Party’s attention that information or  
10 items that it designated for protection do not qualify for protection, that Designating  
11 Party must promptly notify all other Parties that it is withdrawing the inapplicable  
12 designation.

13 5.2 Manner and Timing of Designations. Except as otherwise provided in  
14 this Order (*see, e.g.*, second paragraph of section 5.2(a) and section 5.3(b) below),  
15 or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies  
16 for protection under this Order must be clearly so designated before the material is  
17 disclosed or produced.

18 Designation in conformity with this Order requires:

19 (a) for information in documentary form (e.g., paper or electronic  
20 documents, but excluding transcripts of depositions or other pretrial or  
21 trial proceedings), that the Producing Party affix the legend  
22 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”) to each  
23 page that contains protected material.

24 A Party or Non-Party that makes original documents or materials  
25 available for inspection need not designate them for protection until  
26 after the inspecting Party has indicated which material it would like  
27 copied and produced. During the inspection and before the designation,  
28 all of the material made available for inspection shall be deemed

1 “CONFIDENTIAL.” After the inspecting Party has identified the  
2 documents it wants copied and produced, the Producing Party must  
3 determine which documents, or portions thereof, qualify for protection  
4 under this Order. Then, before producing the specified documents, the  
5 Producing Party must affix the “CONFIDENTIAL legend” to each  
6 page that contains Protected Material. If only a portion or portions of  
7 the material on a page qualifies for protection, the Producing Party also  
8 must clearly identify the protected portion(s) (e.g., by making  
9 appropriate markings in the margins).

10 (b) for testimony given in depositions, that the Designating Party make  
11 designations of Protected Material within 30 days after the transcript is  
12 delivered. All deposition testimony taken in this case shall be treated as  
13 Protected Material until the expiration of the thirtieth day after the  
14 transcript is delivered to any party or the witness. Within this time  
15 period, a Designating Party may serve a Notice of Designation to all  
16 parties of record as to specific portions of the testimony that are  
17 designated Protected Material, and thereafter only those portions  
18 identified in the Notice of Designation shall be protected by the terms  
19 of this Order.

20 (c) for testimony given in other pretrial proceedings, that the Designating  
21 Party identify on the record, before the close of the hearing or other  
22 proceeding, all protected testimony. When it is impractical to identify  
23 separately each portion of testimony that is entitled to protection, the  
24 Designating Party may invoke on the record (before the hearing or other  
25 proceeding is concluded) a right to have up to 30 days to identify the  
26 specific portions of the testimony as to which protection is sought.

27 (d) for information produced in some form other than documentary and for  
28 any other tangible items, that the Producing Party affix in a prominent

1 place on the exterior of the container or containers in which the  
2 information or item is stored the legend “CONFIDENTIAL.” If only a  
3 portion or portions of the information or item warrant protection, the  
4 Producing Party, to the extent practicable, shall identify the protected  
5 portion(s).

6 5.3 Inadvertent Failures to Designate. If promptly corrected by a  
7 Designating Party upon its discovery of an inadvertent failure to designate qualified  
8 information, an inadvertent failure to designate qualified information or items does  
9 not, standing alone, waive the Designating Party’s right to secure protection under  
10 this Order for such material. Upon timely correction of a designation, the Receiving  
11 Party must make reasonable efforts to assure that the material is treated in  
12 accordance with the provisions of this Order.

## 13 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

14 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
15 designation of confidentiality at any time that is consistent with the Court’s  
16 Scheduling Order. Unless a prompt challenge to a Designating Party’s  
17 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,  
18 unnecessary economic burdens, or a significant disruption or delay of the litigation,  
19 a Party does not waive its right to challenge a confidentiality designation by electing  
20 not to mount a challenge promptly after the original designation is disclosed.

21 6.2 Meet and Confer; Judicial Intervention. The Challenging Party will  
22 initiate the dispute resolution process (and, if necessary, file a discovery motion)  
23 under Local Rule 37-1, *et seq.* With respect to the preparation of the Joint Stipulation  
24 required under L.R. 37-2.2, if the Parties cannot resolve a challenge after good faith  
25 efforts to meet and confer under Local Rule 37-1, unless the parties agree otherwise,  
26 counsel for the opposing party shall have fourteen (14) days following the receipt of  
27 the moving party’s material to e-mail to counsel for the moving party the opposing  
28 party’s portion of the stipulation, together with all declarations and exhibits to be

1 offered in support of the opposing party's position.

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

## 9 7. ACCESS TO AND USE OF PROTECTED MATERIAL

10 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
11 disclosed or produced by another Party or by a Non-Party in connection with this  
12 Action only for prosecuting, defending, or attempting to settle this Action. Such  
13 Protected Material may be disclosed only to the categories of persons and under the  
14 conditions described in this Order. When the Action has been terminated, a  
15 Receiving Party must comply with the provisions of section 13 below (FINAL  
16 DISPOSITION).

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

20 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
21 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
22 Receiving Party may disclose any information or item designated  
23 "CONFIDENTIAL" only to:

- 24 (a) the Receiving Party's Outside Counsel of Record in this action, as well  
25 as employees of said Outside Counsel of Record to whom it is  
26 reasonably necessary to disclose the information for this litigation and  
27 who have signed the "Acknowledgment and Agreement to Be Bound"  
28 that is attached hereto as **Exhibit A**;

- 1 (b) the officers, directors, and employees (including House Counsel) of the  
2 Receiving Party to whom disclosure is reasonably necessary for this  
3 litigation;
- 4 (c) Experts (as defined in this Order) of the Receiving Party to whom  
5 disclosure is reasonably necessary for this Action and who have signed  
6 the “Acknowledgment and Agreement to Be Bound” (**Exhibit A**);
- 7 (d) the Court and its personnel;
- 8 (e) court reporters and their staff;
- 9 (f) professional jury or trial consultants (but not including mock jurors),  
10 and Professional Vendors to whom disclosure is reasonably necessary  
11 for this Action and who have signed the “Acknowledgment and  
12 Agreement to Be Bound” (**Exhibit A**);
- 13 (g) the author or recipient of a document containing the information or a  
14 custodian or other person who otherwise possessed or knew the  
15 information;
- 16 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
17 Action to whom disclosure is reasonably necessary provided: (1) the  
18 witness and witness’s attorney (with the exception of the Parties and  
19 counsel of record for the Parties) have signed the “Acknowledgment  
20 and Agreement to Be Bound” (**Exhibit A**) and (2) they will not be  
21 permitted to keep any confidential information unless they sign the  
22 “Acknowledgment and Agreement to Be Bound” (**Exhibit A**), unless  
23 otherwise agreed by the Designating Party or ordered by the Court.  
24 Pages of transcribed deposition testimony or exhibits to depositions that  
25 reveal Protected Material must be separately bound by the court  
26 reporter and may not be disclosed to anyone except as permitted under  
27 this Stipulated Protective Order; and
- 28 (i) any mediator or settlement officer, and their supporting personnel,

1 mutually agreed upon by any of the parties engaged in settlement  
2 discussions.

3 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
4 **PRODUCED IN OTHER LITIGATION**

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

- 8 (a) promptly notify in writing the Designating Party. Such notification  
9 shall include a copy of the subpoena or court order;
- 10 (b) promptly notify in writing the party who caused the subpoena or order  
11 to issue in the other litigation that some or all of the material covered  
12 by the subpoena or order is subject to this Protective Order. Such  
13 notification shall include a copy of this Stipulated Protective Order; and
- 14 (c) cooperate with respect to all reasonable procedures sought to be  
15 pursued by the Designating Party whose Protected Material may be  
16 affected.

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

25 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
26 **PRODUCED IN THIS LITIGATION**

- 27 (a) The terms of this Order are applicable to information produced by a  
28 Non-Party in this Action and designated as “CONFIDENTIAL.” Such

1 information produced by Non-Parties in connection with this litigation  
2 is protected by the remedies and relief provided by this Order. Nothing  
3 in these provisions should be construed as prohibiting a Non-Party from  
4 seeking additional protections.

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

- 9 1. promptly notify in writing the Requesting Party and the Non-  
10 Party that some or all of the information requested is subject to  
11 a confidentiality agreement with a Non-Party;
- 12 2. promptly provide the Non-Party with a copy of the Stipulated  
13 Protective Order in this Action, the relevant discovery  
14 request(s), and a reasonably specific description of the  
15 information requested; and
- 16 3. make the information requested available for inspection by the  
17 Non-Party, if requested.

18 (c) If the Non-Party fails to object or seek a protective order from this Court  
19 within twenty-one (21) days of receiving the notice and accompanying  
20 information, the Receiving Party may produce the Non-Party's  
21 confidential information responsive to the discovery request. If the  
22 Non-Party timely seeks a protective order, the Receiving Party shall not  
23 produce any information in its possession or control that is subject to  
24 the confidentiality agreement with the Non-Party before a  
25 determination by the Court. Absent a Court order to the contrary, the  
26 Non-Party shall bear the burden and expense of seeking protection in  
27 this Court of its Protected Material.  
28

1 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

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

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

22 **12. MISCELLANEOUS**

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
24 person to seek its modification by the Court in the future.

25 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
26 Protective Order no Party waives any right it otherwise would have to object to  
27 disclosing or producing any information or item on any ground not addressed in this  
28 Stipulated Protective Order. Similarly, no Party waives any right to object on any

1 ground to use in evidence of any of the material covered by this Protective Order.

2       12.3 Filing Protected Material. Without written permission from the  
3 Designating Party or a Court order secured after appropriate notice to all interested  
4 persons, a Party may not file in the public record in this action any Protected  
5 Material. This provision shall not prohibit a Party from using information it/they  
6 lawfully obtained from the public domain or from a third-party independent of  
7 information derived from Protected Material.

8       A Party that seeks to file under seal any Protected Material must comply with  
9 Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to  
10 a court order authorizing the sealing of the specific Protected Material at issue. If a  
11 Party's request to file Protected Material under seal is denied by the court, then the  
12 Receiving Party may file the information in the public record in compliance with  
13 Civil Local Rule 79-5.2.2 unless otherwise instructed by the Court.

### 14 **13. FINAL DISPOSITION**

15       Within 90 days after the final disposition of this Action, as defined in  
16 paragraph 4, each Receiving Party must return all Protected Material to the  
17 Producing Party or destroy such material. As used in this subdivision, “all Protected  
18 Material” includes all copies, abstracts, compilations, summaries, and any other  
19 format reproducing or capturing any of the Protected Material. Whether the  
20 Protected Material is returned or destroyed, the Receiving Party must submit a  
21 written certification to the Producing Party (and, if not the same person or entity, to  
22 the Designating Party) by the 90-day deadline that (1) identifies (by category, where  
23 appropriate) all the Protected Material that was returned or destroyed; and (2) affirms  
24 that the Receiving Party has not retained any copies, abstracts, compilations,  
25 summaries or any other format reproducing or capturing any of the Protected  
26 Material. Notwithstanding this provision, Counsel are entitled to retain an archival  
27 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
28 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney

1 work product, and consultant and expert work product, even if such materials contain  
2 Protected Material. Any such archival copies that contain or constitute Protected  
3 Material remain subject to this Protective Order as set forth in Section 4 above  
4 (DURATION).

5 14. Any willful violation of this Order may be punished by financial or  
6 evidentiary sanctions, or other appropriate action at the discretion of the Court.

7  
8 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

9 DATED: February 24, 2022

Respectfully submitted,

/s/ Robert R. Ahdoot

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*Counsel for Plaintiffs and the  
Putative Class*



1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3  
4 I, \_\_\_\_\_ [full name], of  
5 \_\_\_\_\_ [full address], declare under penalty of perjury that I have  
6 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]  
8 in the case of *MacTavish, et al. v. American Honda Motor Co., Inc.*, USDC C.D  
9 Cal. Case No. 2:21-cv-04289-GHW-JEM. I agree to comply with and to be bound  
10 by all the terms of this Stipulated Protective Order and I understand and  
11 acknowledge that failure to so comply could expose me to sanctions and  
12 punishment in the nature of contempt. I solemnly promise that I will not disclose  
13 in any manner any information or item that is subject to this Stipulated Protective  
14 Order to any person or entity except in strict compliance with the provisions of  
15 this Order.

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

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

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

26 Printed name: \_\_\_\_\_

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