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14 **VOLKSWAGEN GROUP OF AMERICA, INC.**

15 UNITED STATES DISTRICT COURT  
16 CENTRAL DISTRICT OF CALIFORNIA

17 MARIA D. GRAHAM, an individual,  
18 Plaintiff,  
19 v.

20 VOLKSWAGEN GROUP OF  
21 AMERICA, INC., a New Jersey  
22 Corporation; and DOES 1 through 10,  
23 inclusive,  
24 Defendants.

Case No. 5:22-cv-01501

*Assigned to the Hon. John W.  
Holcomb Magistrate Judge Karen  
L. Stevenson in Courtroom 9D*

**AMENDED STIPULATION AND  
PROTECTIVE ORDER –  
CONFIDENTIAL DESIGNATION  
ONLY**

25 **IT IS HEREBY STIPULATED** by and between the Parties to *Maria D.*  
26 *Graham v. Volkswagen Group of America, Inc.*, (Maria D. Graham and  
27 Volkswagen Group of America, Inc.), by and through their respective counsel of  
28

1 record, that in order to facilitate the exchange of information and documents which  
2 may be subject to confidentiality limitations on disclosure due to federal laws, state  
3 laws, and privacy rights, the Parties stipulate as follows:

4 1. A. PURPOSES AND LIMITATIONS:

5 The protections to be afforded by this Stipulation and Protective Order are  
6 limited to discovery in this action, United States District Court, Central District of  
7 California Case No. 5:22-cv-01501. Discovery in this action is likely to involve  
8 production of confidential, proprietary, or private information for which special  
9 protection from public disclosure and from use for any purpose other than  
10 prosecuting this litigation may be warranted. Accordingly, the parties hereby  
11 stipulate to and petition the Court to enter the following Stipulated Protective  
12 Order. The parties acknowledge that this Order does not confer blanket protections  
13 on all disclosures or responses to discovery and that the protection it affords from  
14 public disclosure and use extends only to the limited information or items that are  
15 entitled to confidential treatment under the applicable legal principles. The parties  
16 further acknowledge, as set forth in Section 12.3, below, that this Stipulated  
17 Protective Order does not entitle them to file confidential information under seal;  
18 Civil Local Rule 79-5 sets forth the procedures that must be followed and the  
19 standards that will be applied when a party seeks permission from the court to file  
20 material under seal.

21 B. GOOD CAUSE STATEMENT: This action is likely to involve trade  
22 secrets, customer and pricing lists and other valuable research, development,  
23 commercial, financial, technical and/or proprietary information for which special  
24 protection from public disclosure and from use for any purpose other than  
25 prosecution of this action is warranted. Such confidential and proprietary materials  
26 and information consist of, among other things, confidential business or financial  
27 information, information regarding confidential business practices, or other  
28 confidential research, development, or commercial information (including

1 information implicating privacy rights of third parties), information otherwise  
2 generally unavailable to the public, or which may be privileged or otherwise  
3 protected from disclosure under state or federal statutes, court rules, case decisions,  
4 or common law. By way of example, discovery sought by Plaintiff implicates the  
5 confidential and proprietary documents processes, policies, and procedures of  
6 VWGoA that were specifically developed in conjunction with its legal department,  
7 supervisors, and outside counsel to create and improve a customer service apparatus  
8 that maximizes VWGoA's customers' satisfaction and loyalty to the brand.  
9 VWGoA has invested in continuously developing and improving its customer  
10 service processes, policies, and procedures that have been requested by Plaintiffs.  
11 This information is economically valuable to VWGoA and potentially to its  
12 competitors who must develop and maintain their own customer service processes,  
13 policies, and procedures to comply with the same applicable laws and to retain their  
14 own customers. VWGoA does not freely or publicly disseminate documents  
15 describing customer service processes, policies, and procedures and it does not  
16 freely or publicly disseminate the output of its customer service processes, policies,  
17 and procedures, such as this production. VWGoA has policies regarding dictating  
18 how its employees and vendors must safeguard VWGoA's materials, including  
19 documents related to its customer service processes, policies, and procedures, and  
20 VWGoA endeavors to prevent public disclosure or dissemination of such  
21 documents unless legally required to do so. VWGoA does not share the  
22 information contained in these documents with its competitors, and VWGoA stands  
23 to lose substantial ground in this competitive market if the public, including its  
24 competitors, are granted access to these sensitive documents

25 Accordingly, to expedite the flow of information, to facilitate the prompt  
26 resolution of disputes over confidentiality of discovery materials, to adequately  
27 protect information the parties are entitled to keep confidential, to ensure that the  
28 parties are permitted reasonable necessary uses of such material in preparation for

1 and in the conduct of trial, to address their handling at the end of the litigation, and  
2 serve the ends of justice, a protective order for such information is justified in this  
3 matter. It is the intent of the parties that information will not be designated as  
4 confidential for tactical reasons and that nothing be so designated without a good  
5 faith belief that it has been maintained in a confidential, non-public manner, and  
6 there is good cause why it should not be part of the public record of this case.

7 2. DEFINITIONS

8 2.1 Action: United States District Court, Central District of California Case  
9 No. 5:22-cv-01501

10 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
11 of information or items under this Order.

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

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

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

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,  
23 among other things, testimony, transcripts, and tangible things), that are produced  
24 or generated in disclosures or responses to discovery in this matter.

25 2.7 Expert: a person with specialized knowledge or experience in a matter  
26 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
27 an expert witness or as a consultant in this Action.  
28

1           2.8 House Counsel: attorneys who are employees of a party to this Action.  
2 House Counsel does not include Outside Counsel of Record or any other outside  
3 counsel.

4           2.9 Non-Party: any natural person, partnership, corporation, association, or  
5 other legal entity not named as a Party to this action.

6           2.10 Outside Counsel of Record: attorneys who are not employees of a party  
7 to this Action but are retained to represent or advise a party to this Action and have  
8 appeared in this Action on behalf of that party or are affiliated with a law firm  
9 which has appeared on behalf of that party, and includes support staff.

10          2.11 Party: any party to this Action, including all of its officers, directors,  
11 employees, consultants, retained experts, and Outside Counsel of Record (and their  
12 support staffs).

13          2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
14 Discovery Material in this Action.

15          2.13 Professional Vendors: persons or entities that provide litigation support  
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
18 and their employees and subcontractors.

19          2.14 Protected Material: any Disclosure or Discovery Material that is  
20 designated as “CONFIDENTIAL.”

21          2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
22 from a Producing Party.

23        3.     SCOPE

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

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

3 4. DURATION

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

12 5. DESIGNATING PROTECTED MATERIAL

13 5.1 Exercise of Restraint and Care in Designating Material for Protection.

14 Each Party or Non-Party that designates information or items for protection under  
15 this Order must take care to limit any such designation to specific material that  
16 qualifies under the appropriate standards. The Designating Party must designate for  
17 protection only those parts of material, documents, items, or oral or written  
18 communications that qualify so that other portions of the material, documents,  
19 items, or communications for which protection is not warranted are not swept  
20 unjustifiably within the ambit of this Order.

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

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

1           5.2 Manner and Timing of Designations. Except as otherwise provided in this  
2 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
4 under this Order must be clearly so designated before the material is disclosed or  
5 produced.

6           Designation in conformity with this Order requires:

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

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

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

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

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

17 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
18 resolution process under Local Rule 37.1 et seq.

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

27 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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1           7.1 Basic Principles. A Receiving Party may use Protected Material that is  
2 disclosed or produced by another Party or by a Non-Party in connection with this  
3 Action only for prosecuting, defending, or attempting to settle this Action. Such  
4 Protected Material may be disclosed only to the categories of persons and under the  
5 conditions described in this Order. When the Action has been terminated, a  
6 Receiving Party must comply with the provisions of section 13 below (FINAL  
7 DISPOSITION).

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

11           7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
12 ordered by the court or permitted in writing by the Designating Party, a Receiving  
13 Party may disclose any information or item designated “CONFIDENTIAL” only to:

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

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

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

22           (d) the court and its personnel;

23           (e) court reporters and their staff;

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

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

1 (h) during their depositions, witnesses ,and attorneys for witnesses, in the  
2 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
3 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they  
4 will not be permitted to keep any confidential information unless they sign the  
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
6 agreed by the Designating Party or ordered by the court. Pages of transcribed  
7 deposition testimony or exhibits to depositions that reveal Protected Material may  
8 be separately bound by the court reporter and may not be disclosed to anyone  
9 except as permitted under this Stipulated Protective Order; and

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

12 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
13 IN OTHER LITIGATION

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

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

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

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

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

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

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

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

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

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

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

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

24 (c) If the Non-Party fails to seek a protective order from this court within 14  
25 days of receiving the notice and accompanying information, the Receiving Party  
26 may produce the Non-Party’s confidential information responsive to the discovery  
27 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
28 not produce any information in its possession or control that is subject to the

1 confidentiality agreement with the Non-Party before a determination by the court.  
2 Absent a court order to the contrary, the Non-Party shall bear the burden and  
3 expense of seeking protection in this court of its Protected Material.  
4

5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

15 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
16 PROTECTED MATERIAL

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

27 12. MISCELLANEOUS  
28

1           12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
2 person to seek its modification by the Court in the future.

3           12.2 Right to Assert Other Objections. By stipulating to the entry of this  
4 Protective Order no Party waives any right it otherwise would have to object to  
5 disclosing or producing any information or item on any ground not addressed in  
6 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
7 any ground to use in evidence of any of the material covered by this Protective  
8 Order.

9           12.3 Filing Protected Material. A Party that seeks to file under seal any  
10 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
11 may only be filed under seal pursuant to a court order authorizing the sealing of the  
12 specific Protected Material at issue. If a Party's request to file Protected Material  
13 under seal is denied by the court, then the Receiving Party may file the information  
14 in the public record unless otherwise instructed by the court.

15       13.   FINAL DISPOSITION

16           After the final disposition of this Action, as defined in paragraph 4, within  
17 60 days of a written request by the Designating Party, each Receiving Party must  
18 return all Protected Material to the Producing Party or destroy such material. As  
19 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
20 compilations, summaries, and any other format reproducing or capturing any of the  
21 Protected Material. Whether the Protected Material is returned or destroyed, the  
22 Receiving Party must submit a written certification to the Producing Party (and, if  
23 not the same person or entity, to the Designating Party) by the 60 day deadline that  
24 (1) identifies (by category, where appropriate) all the Protected Material that was  
25 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
26 copies, abstracts, compilations, summaries or any other format reproducing or  
27 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
28 are entitled to retain an archival copy of all pleadings, motion papers, trial,

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deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

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

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2  
3 Dated: May 17, 2023

By: /s/ Gregory S. Sogoyan  
Attorneys for Plaintiff

4  
5  
6  
7 Dated: May 17, 2023

By: /s/ Anthony P. Greco  
Attorneys for Defendant  
Volkswagen Group of America,  
Inc.

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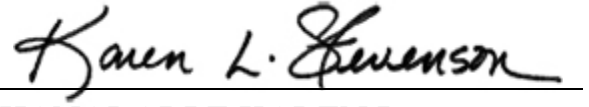
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**ORDER**

**GOOD CAUSE APPEARING**, the Court hereby approves this Stipulation and Protective Order.

**IT IS SO ORDERED.**

Dated: May 19, 2023



HONORABLE KAREN L.  
STEVENSON  
Chief Magistrate Judge



**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

1 I, \_\_\_\_\_ [print or type full name], of  
2 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
3 that I have read in its entirety and understand the Stipulated Protective Order that  
4 was issued by the United States District Court for the Central District of California  
5 on [date] in the case of *Maria D. Graham v. Volkswagen Group of America, Inc.*  
6 USDC Case No. Case No. 5:22-cv-01501. I agree to comply with and to be bound  
7 by all the terms of this Stipulated Protective Order and I understand and  
8 acknowledge that failure to so comply could expose me to sanctions and  
9 punishment in the nature of contempt. I solemnly promise that I will not disclose in  
10 any manner any information or item that is subject to this Stipulated Protective  
11 Order to any person or entity except in strict compliance with the provisions of this  
12 Order.  
13

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

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

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

25 Printed name: \_\_\_\_\_

26  
27 **Signature:** \_\_\_\_\_  
28