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 10 UNITED STATES DISTRICT COURT
 11 CENTRAL DISTRICT OF CALIFORNIA

12 RONALD REAGAN FEDERAL BUILDING AND U.S. COURTHOUSE

13 JOHN WAUDBY,
 14 Plaintiff,
 15 vs.
 16 KIA MOTOR FINANCE,
 17 Defendant.

Case No. 8:17-cv-01442-AG-JCG

**STIPULATED PROTECTIVE
 ORDER**

Hon. Judge Andrew J. Guilford
 Hon. Mag. Jay C. Gandhi

REED SMITH LLP
 A limited liability partnership formed in the State of Delaware

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1 Based upon the stipulation of Defendant Hyundai Capital America d/b/a Kia
2 Motor Finance (“Defendant”) and Plaintiff John Waudby (“Plaintiff”), it is hereby
3 ORDERED as follows:

4 Certain documents and tangible things produced by the parties in response to
5 any Interrogatory or request for production, or to any party by a non-party in response
6 to any subpoena duces tecum, may be subject to the terms and conditions herein. For
7 purposes of this Stipulated Protective Order, the word “documents” shall include, but
8 is not limited to: (1) written, electronic, recorded, or graphic matter; (2) interrogatory
9 answers filed in this action; (3) requests to admit and responses thereto filed in this
10 action; (4) transcripts of and exhibits to depositions; (5) and any portions of any court
11 papers filed in this action that quote from or summarize any of these items.

12 In no event shall any material obtained through discovery in this litigation be
13 used for any purpose whatsoever other than those related to this litigation.

14 **1. DESIGNATION**

15 If a party or an attorney for a party has a good faith belief that certain
16 documents or other materials (including digital information) subject to disclosure
17 pursuant to a discovery or other request are confidential and should not be disclosed
18 other than in connection with this civil action and pursuant to this Stipulated
19 Protective Order, the party or attorney requesting confidentiality (the “Designating
20 Party”) shall stamp each such document or other material as “**CONFIDENTIAL**”
21 With respect to deposition exhibits, it shall be the duty of the Designating Party to
22 designate as confidential the exhibits to which confidentiality is claimed at the time of
23 the deposition or within fifteen (15) days after receiving the deposition transcript.

24 With respect to any documents received pursuant to third-party subpoenas, the
25 party which subpoenaed and received the documents shall, upon request, promptly
26 copy such documents as are requested, at the requesting party’s expense, and send the
27 copies to the requesting party. The parties shall have fifteen (15) days after receipt of
28 the documents by the requesting party to designate documents as confidential. The

1 Designating Party shall notify the opposing party in writing of the Bates numbers of
2 the confidential documents so that the opposing party can mark its copies of those
3 documents with the “CONFIDENTIAL” stamp. Unmarked copies of the
4 confidential documents shall be destroyed. Third-party documents shall be treated as
5 confidential prior to the expiration of the 15-day period, unless the parties give notice
6 before the end of that period that they do not intend to designate the third-party
7 documents as confidential.

8 **2. TYPE AND CATEGORIES OF DOCUMENTS SUBJECT TO ORDER**

9 The parties have requested and may continue to request certain documents of
10 one another that the respective producing party contends contain confidential
11 information, and that are subject to protection as confidential under the Federal Rules
12 of Civil Procedure.

13 The documents and materials subject to designation as “CONFIDENTIAL”
14 include, but are not limited to, documents and materials that contain information that
15 is proprietary in nature; contains trade secrets; contains customer information;
16 contains employee information; or contains agent or subcontractor information.

17 **3. ACCESS TO CONFIDENTIAL INFORMATION**

18 Except as hereinafter provided, material marked or otherwise designated as
19 “CONFIDENTIAL” shall not be disclosed to any person except:

20 (1) The parties, and counsel of record for the parties, including attorneys for
21 the respective firms and supporting personnel employed by the firms, such as
22 paralegals, legal translators, legal secretaries, law clerks, and litigation support
23 employees;

24 (2) Experts retained by counsel to assist in this litigation; provided, however,
25 that any such expert has signed an undertaking in the form of the attached Exhibit A,
26 the original of which will be maintained by counsel for the party retaining such expert;

27 (3) Other individuals or entities retained by counsel identified in paragraph
28 (1) above specifically engaged to assist in this litigation, including litigation

1 consultants, electronic discovery consultants, jury consultants, and mock jurors
2 selected by counsel in preparation for trial; provided, however, that the person or
3 entity has signed an undertaking in the form attached as Exhibit A, the original of
4 which will be maintained by counsel retaining such individuals or entities and need
5 not be disclosed except upon Court order;

6 (4) Witnesses at a deposition, subject to the provisions related to use of
7 confidential information at a deposition provided in section 5 below.

8 (5) Witnesses at trial; provided, however, that any such witness has signed
9 an undertaking in the form attached as Exhibit A or states on the record that the
10 witness agrees to be bound by the terms of this Stipulated Protective Order;

11 (6) The Court, its officers and staff, and court stenographers while engaged
12 in the performance of their official duties; and

13 (7) Mediators in this action who have first signed a certificate identical to
14 Exhibit A or who have otherwise agreed to be bound by this Order.

15 **4. PARTY'S RIGHT TO DESIGNATE TESTIMONY**

16 Any deposition or other testimony may be designated as confidential by counsel
17 for the Designating Party by any of the following means:

18 (a) Stating orally on the record of a deposition that certain information or
19 testimony is confidential, or that the entire deposition transcript is so designated; or

20 (b) Sending written notice within fifteen (15) days of receipt of the
21 deposition transcript designating all or a portion of the transcript as confidential. The
22 deposition testimony shall be treated as confidential prior to the expiration of this
23 period.

24 **5. USE OF INFORMATION**

25 Information designated as "**CONFIDENTIAL**" shall be held in confidence by
26 each person to whom it is disclosed, shall be used only in connection with this
27 litigation, shall not be used for any purpose unrelated to this action. No party or
28 attorney or other person subject to this Stipulated Protective Order shall distribute,

1 transmit, or otherwise divulge any document or other material which is marked
2 “**CONFIDENTIAL**,” or the contents thereof, except in accordance with this
3 Stipulated Protective Order. All produced confidential information shall be carefully
4 maintained so as to preclude access by persons who are not entitled to receive such
5 information. Nothing herein, however, is intended to prohibit or proscribe the ability
6 of outside counsel to provide to their client informed and meaningful advice, or to
7 prevent counsel from aggregating such information or summarizing such information
8 for the client so long as it will not reveal or disclose confidential information.

9 Any party seeking to use confidential information during a deposition shall
10 obtain a statement on the record that the deponent and any other persons in attendance
11 have agreed to abide by the terms of this Stipulated Protective Order. If the deponent
12 refuses to agree, disclosure of such information to the witness during the deposition
13 shall not constitute a waiver of confidentiality, provided that, under such
14 circumstances, the witness shall be asked to read and sign the original deposition
15 transcript in the presence of the court reporter, and no copy of the transcript or related
16 exhibits shall be given to the deponent. The terms of this Stipulated Protective Order
17 shall apply to those persons in attendance at depositions and shall require the
18 exclusion of persons not subject to the terms of the Stipulated Protective Order from
19 attending that portion of the deposition at which confidential information is discussed.

20 If any party or attorney wishes to file or use as an exhibit or as evidence at a
21 hearing or trial in this civil action, any “**CONFIDENTIAL**” document or other
22 material, he or she must provide reasonable notice to the party that produced the
23 document or other material. The parties and/or attorneys shall then attempt to resolve
24 the matter of continued confidentiality by either: (a) removing the
25 “**CONFIDENTIAL**” marking; or (b) creating a mutually acceptable redacted version
26 that suffices for purposes of this civil action. If an amicable resolution proves
27 unsuccessful, the parties and/or attorneys may present the issue to this Court for
28 resolution.

1 **6. CHALLENGES TO DESIGNATIONS AND FILING OF**
2 **CONFIDENTIAL DOCUMENTS**

3 If a party or an attorney for a party disputes whether a document or other
4 material should be marked “**CONFIDENTIAL**,” the parties and/or attorneys shall
5 attempt to resolve the dispute between them. If they are unsuccessful, the party or
6 attorney challenging the “**CONFIDENTIAL**” designation shall do so by filing an
7 appropriate motion with this Court. The protections under this Stipulated Protective
8 Order shall continue to apply until such time as the Court has ruled to the contrary.

9 **7. RETURN OF DOCUMENTS**

10 The terms of this Stipulated Protective Order shall survive and remain in full
11 force and effect after the termination of this litigation. Within sixty (60) days after
12 final conclusion of all aspects of this litigation, all confidential documents subject
13 hereto and all copies of the same (other than those filed with the Court) shall be
14 returned to the party or person that produced such documents or, at the option of the
15 producer, destroyed; provided, however, that counsel for the parties shall be entitled to
16 retain memoranda or pleadings embodying information derived from such confidential
17 material, to the extent reasonably necessary to preserve a file on this litigation, which
18 information shall not be disclosed to any other person. All deposition transcripts and
19 exhibits and any other material returned to the parties or their counsel by the Court
20 that contain confidential material shall also be destroyed or returned as set forth
21 above.

22 **8. APPLICATION TO COURT**

23 Notwithstanding anything to the contrary set forth herein, each party shall have
24 the right to apply to the Court at any time for an order granting other or additional
25 protective relief with respect to any confidential material, and the right to apply to the
26 Court at any time for an order modifying or lifting the protective order for good cause
27 shown.

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1 **9. REQUEST FOR CONFIDENTIAL DOCUMENTS**

2 If any party receives a subpoena or any other notice requesting documents
3 designated as confidential pursuant to the terms of this Stipulated Protective Order,
4 that party must notify counsel for the Designating Party before responding to the
5 subpoena.

6 **10. EFFECT OF DESIGNATION ON AUTHENTICITY AND**
7 **ADMISSIBILITY**

8 The placing of any confidentiality designation or a production identification
9 number on the face of a document produced shall have no effect on the authenticity or
10 admissibility of that document at trial.

11 Nothing contained in this Stipulated Protective Order, and no action taken
12 pursuant to it, shall prejudice the right of any party to contest the alleged relevancy,
13 admissibility, or discoverability of any document or information, whether confidential
14 or not.

15 **11. INADVERTENT PRODUCTION**

16 The inadvertent production of any confidential, privileged or otherwise
17 protected material shall not be deemed a waiver or impairment of any claim of
18 confidentiality, privilege or protection, including, but not limited to, the attorney-
19 client privilege and the protection afforded to work-product materials, or the subject
20 matter thereof.

21 Upon receipt of notice of such inadvertent production from the producing Party,
22 the receiving Party shall, within seven (7) business days of such notice, either (a)
23 return all copies of such document(s) to the producing Party other than copies
24 containing attorney's notes or other attorney work product that may have been placed
25 thereon by counsel for the receiving Party and shall destroy all copies of such
26 documents that contain such notes or other attorney work product or (b) shall apply to
27 the Court for resolution if the producing Parties' claim of inadvertent production is
28 disputed.

1 **12. CONTINUING JURISDICTION**

2 All provisions of this Stipulated Protective Order shall continue to be binding
3 after the conclusion of this action in its entirety, unless subsequently modified by
4 agreement between the parties or order of the Court and the Court shall retain
5 jurisdiction of this matter for the purpose of enforcing this Stipulated Protective
6 Order.

7 **IT IS SO STIPULATED.**

9 Dated: April 2, 2018

REED SMITH LLP

10 By: /s/ Bryan D. Trader¹
11 Zachary C. Frampton
12 Bryan D. Trader
13 Attorney for Defendant
14 HYUNDAI CAPITAL AMERICA d/b/a
15 KIA MOTOR FINANCE


16 Dated: April 2, 2018

17 By: /s/ Trinette Kent
18 Trinette Kent
19 Attorney for Plaintiff
20 JOHN WAUDBY

21 **ORDER**

22 The foregoing is made the order of this Court.

23 Dated: April 05, 2018

24 
25 _____
26 HON. JAY C. GANDHI
27 United States Magistrate Judge

28 ¹ I, Bryan Trader, am the ECF User whose ID and Password were used to electronically file this Stipulated Protective Order. Pursuant to Civil Local Rule 5-4.3.4(a)(2), I hereby attest that all other signatories listed, and on whose behalf this filing is submitted, concur in the content of this filing and have authorized the electronic filing thereof.

EXHIBIT A

1
2 I, _____ [full name], declare under
3 penalty of perjury that I have read in its entirety and understand the Protective Order
4 that was issued by the United States District Court for the Central District of
5 California on _____ [date] in the case of *John Waudby v. Kia Motor Finance*, Case
6 No. 8:17-cv-01442-AG-JCG. I have been given a copy of the Protective Order and
7 have read it. I agree to comply with and to be bound by all the terms of this Protective
8 Order, and I understand and acknowledge that failure to so comply could expose me
9 to sanctions and punishment for contempt. I will not disclose Confidential
10 Information to anyone, except as allowed by the Order. I will keep all such
11 Confidential documents and information in a secure place and in a secure manner to
12 prevent unauthorized access to it. No later than 30 days after the termination of this
13 action, I will return all such confidential documents or information, and any copies,
14 notes, extracts, synopses, and/or summaries of such information that I create or that
15 comes within my control to the attorney(s) who first provided it to me, or by whom I
16 have been retained in this matter, or, alternatively, at my election, I will destroy such
17 Confidential documents or information.

18 I further agree to submit to the jurisdiction of the U.S. District Court, Central
19 District of California, with respect to any proceedings relative to the enforcement of
20 that Order, including without limitation any proceeding related to contempt of court.

21
22 Date: _____

23 City and State where sworn and signed: _____

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25 Printed Name: _____

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