

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

8 This action is likely to involve proprietary hiring and benefits manuals, policies
9 and summaries, sales performance data, and other valuable research, development,
10 commercial, financial, technical, and/or proprietary information for which special
11 protection from public disclosure and from use for any purpose other than prosecution
12 of this action is warranted. Such confidential and proprietary materials and
13 information consist of, among other things, confidential business or financial
14 information, information regarding confidential business practices, or other
15 confidential, development, or commercial information (including information
16 implicating privacy rights of third parties), information otherwise generally
17 unavailable to the public, or which may be privileged or otherwise protected from
18 disclosure under state or federal statutes, court rules, case decisions, or common law.

19 Accordingly, to expedite the flow of information, to facilitate the prompt
20 resolution of disputes over confidentiality of discovery materials, to adequately
21 protect information the parties are entitled to keep confidential, to ensure that the
22 parties are permitted reasonable necessary uses of such material in preparation for and
23 in the conduct of trial, to address their handling at the end of the litigation, and serve
24 the ends of justice, there is good cause for a protective order for such information.
25 It is the intent of the parties that information will not be designated as confidential for
26 tactical reasons and that nothing be so designated without a good faith belief that it
27 has been maintained in a confidential, non-public manner, and there is good cause
28 why it should not be part of the public record of this case.

1 2. DEFINITIONS

2 2.1 Party: any party to this action, including all of its officers, directors,
3 employees, consultants, retained experts, and Outside Counsel of Record and their
4 support staff.

5 2.2 Non-Party: any natural person, partnership, corporation, association, or
6 other legal entity not named as a Party to this action.

7 2.3 Outside Counsel of Record: attorneys who are not employees of a party
8 to this action but are retained to represent or advise a party to this action and have
9 appeared in this action on behalf of that party or are affiliated with a law firm which
10 has appeared on behalf of a party.

11 2.4 In-House Counsel: attorneys who are employees of a party to this action.
12 In-House Counsel does not include Outside Counsel of Record or any other kind of
13 counsel.

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

16 2.6 Disclosure or Discovery Material: all items or information, regardless of
17 the medium or manner in which they are generated, stored, or maintained (including,
18 among other things, testimony, transcripts, and tangible things), that are produced or
19 generated in disclosures or responses to discovery in this matter.

20 2.7 “CONFIDENTIAL” Information or Items: information (regardless of
21 how it is generated, stored, or maintained) or tangible things that qualify for protection
22 under Federal Rule of Civil Procedure 26(c), including confidential, proprietary,
23 commercial information pertaining to the operation of Defendant’s business.

24 2.8 Protected Material: any Disclosure or Discovery Material that is
25 designated as “CONFIDENTIAL.”

26 2.9 Producing Party: a Party or Non-Party that produces Disclosures or
27 Discovery Material in this action.

28

1 2.10 Receiving Party: a Party that receives Disclosure of Discovery Material
2 from a Producing Party.

3 2.11 Designating Party: a Party or Non-Party that designates information or
4 items that it produces in response to discovery as “CONFIDENTIAL.”

5 2.12 Challenging Party: a Party or Non-Party that challenges the designation
6 of information or items as “CONFIDENTIAL” under this Order.

7 2.13 Expert: a person with specialized knowledge or experience in a manner
8 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
9 expert witness or as a consultant in this action.

10 2.14 Professional Vendors: persons or entities that provide litigation support
11 services (e.g., photocopying, videotaping, translating, preparing exhibits or
12 demonstrations, and organizing, storing, or retrieving data in any form or medium)
13 and their employees and subcontractors.

14 3. SCOPE

15 The protections conferred by this Stipulation and Protective Order cover not
16 only Protected Material (as defined above), but also (1) any information copied or
17 extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations
18 of Protected Material; and (3) any testimony, conversations, or presentations by
19 Parties or their Counsel that might reveal Protected Material. However, the protections
20 conferred by this Stipulation and Order do not cover the following information: (a)
21 any information that is in the public domain at the time of disclosure to a Receiving
22 Party or that becomes part of the public domain after its disclosure to a Receiving
23 Party as a result of publication not involving a violation of this Order, including
24 becoming part of the public record through trial or otherwise; and (b) any information
25 known to the Receiving Party prior to the disclosure or obtained by the Receiving
26 Party after the disclosure from a source who obtained the information lawfully and
27 under no obligation to confidentiality to the Designating Party. Any use of Protected
28 Material at trial shall be governed by a separate agreement or order.

1 4. DURATION

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

10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

27 5.2 Manner and Timing of Designations. Except as otherwise provided in
28 this Order (see, e.g., second paragraph of section 5.2(a) below), or otherwise

1 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
2 under this Order must be clearly so designated before the material is disclosed or
3 produced.

4 Designation in conformity with this Order requires:

5 (a) for information in documentary form (e.g., paper or electronic
6 documents, but excluding transcripts of depositions or other pretrial proceedings), that
7 the Producing Party affix the legend “CONFIDENTIAL” to each page that contains
8 protected material.

9 A Party or Non-Party that makes original documents or materials available for
10 inspection need not designate them for protection until after the inspecting Party has
11 indicated which material it would like copied and produced. During the inspection and
12 before the designation, all materials made available for inspection shall be deemed
13 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
14 copied and produced, the Producing Party must determine which documents, or
15 portions thereof, qualify for protection under this Order. Then, before producing the
16 specified documents, the Producing Party must affix the “CONFIDENTIAL” legend
17 to each page that contains Protected Material.

18 (b) for testimony given in deposition or in other pretrial or trial
19 proceedings, that the Designating Party identify on the Record, before the close of the
20 deposition, ~~hearing, or other~~ proceeding, all protected testimony.

21 (c) for information produced in some form other than documentary and
22 for other tangible items, that the Producing Party affix in a prominent place on the
23 exterior of the container or containers in which the information or item is stored the
24 legend “CONFIDENTIAL.” If only a portion or portions of the information or item
25 warrant protection, the Producing Party shall identify the Protected Portion(s) to the
26 extent practical.

27 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
28 failure to designate qualified information or items does not, standing alone, waive the

1 Designating Party's right to secure protection under this Order for such material.
2 Upon timely correction of the designation, the Receiving Party must make reasonable
3 efforts to assure that the material is treated in accordance with the provisions of this
4 Order.

5 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
7 designation of confidentiality at any time. Unless a prompt challenge to a Designating
8 Party's confidentiality designation is necessary to avoid foreseeable, substantial
9 unfairness, unnecessary economic burdens, or a significant disruption or delay of the
10 litigation, a Party does not waive its right to challenge a confidentiality designation by
11 electing not to mount a challenge promptly after the original designation is disclosed.

12 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
13 resolution process under Local Rule 37-2.

14 6.3 Judicial Intervention. Any challenge submitted to the Court shall be via a
15 joint stipulation pursuant to Local Rule 37-2.

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

23 7. ACCESS TO AND USE OF PROTECTED MATERIAL

24 7.1 Basic Principles. A Receiving Party may use Protected Material that is
25 disclosed or produced by another Party or by a Non-Party in connection with this case
26 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
27 Material may be disclosed only to the categories of persons and under the conditions
28

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

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
7 otherwise ordered by the court or permitted in writing by the Designating Party, a
8 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
9 only to:

10 (a) the Receiving Party’s Outside Counsel of Record to this action, as
11 well as employees of said Outside Counsel of Record to whom it is reasonably
12 necessary to disclose the information for this litigation and who have signed the
13 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

14 (b) the officers, directors, and employees (including In-House Counsel)
15 of the Receiving Party to whom disclosure is reasonably necessary for this litigation
16 and who have signed the “Acknowledgment and Agreement to Be Bound”
17 (Exhibit A);

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

21 (d) the court and its personnel;

22 (e) court reporters and their staff, professional jury or trial consultants,
23 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary
24 for this litigation and who have signed the “Acknowledgment and Agreement to Be
25 Bound” (Exhibit A);

26 (f) during their depositions, witnesses in this action to whom disclosure is
27 reasonably necessary and who have signed the “Acknowledgment and Agreement to
28 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered

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

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

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

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

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

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

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

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

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

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

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

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

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

15 (2) promptly provide the Non-Party with a copy of the Stipulated
16 Protective Order in this litigation, the relevant discovery request(s), and a reasonably
17 specific description of the information requested; and

18 (3) make the information requested available for inspection by the
19 Non-Party.

20 (c) If the Non-Party fails to object or seek a protective order from this
21 court within 14 days of receiving the notice and accompanying information, the
22 Receiving Party may produce the Non-Party’s confidential information responsive to
23 the discovery request. If the Non-Party timely seeks a protective order, the Receiving
24 Party shall not produce any information in its possession or control that is subject to
25 the confidentiality agreement with the Non-Party before a determination by the court.
26 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
27 of seeking protection in this court of its Protected Material.

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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 or
7 persons to whom unauthorized disclosures were made of all the terms of this Order,
8 and (d) request such person or persons to execute the “Acknowledgment and
9 Agreement to Be Bound” that is attached hereto as 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 to
21 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

1 Stipulated Protective Order. Similarly, no Party waives any right to object on any
2 ground the use in evidence of any of the material covered by this Protective Order.

3 12.3 Filing Protected Material. If a Receiving Party wishes to file Protected
4 Material with the Court, the Receiving Party must give any Designating Party five
5 calendar days' notice of intent to file. If the Designating Party objects, the
6 Designating Party shall notify the Receiving Party and file an application to file
7 documents under seal within two (2) court days. An application to file documents
8 under seal must meet the requirements of Local Rule 79-5. If the Court grants an
9 application to file documents under seal, the Court's mandatory chambers copies must
10 include a complete version of the documents with an appropriate notation identifying
11 the document or the portion of the document that has been filed under seal. If a
12 Designating Party fails to timely file an application to file the Protected Material
13 under seal or the request to file Protected Material under seal is denied by the court,
14 then the Receiving Party may file the information in the public record unless
15 otherwise instructed by the court.

16 13. FINAL DISPOSITION

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

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

1
2 I, _____ [print or type full name], of _____
3 _____ [print or type full address], declare under penalty of perjury that I
4 have read in its entirety and understand the Stipulated Protective Order that was
5 issued by the United States Court for the Central District of California on [date] in
6 the case of *Paul Jackley v. General Motors Corporation*, Case No. 8:17-cv-02085-
7 JVS-FFM. I agree to comply with and to be bound by all the terms of this Stipulated
8 Protective Order and I understand and acknowledge that failure to so comply could
9 expose me to sanctions and punishment in the nature of contempt. I solemnly promise
10 that I will not disclose in any manner any information or item that is subject to this
11 Stipulated Protective Order to any person or entity except in strict compliance with
12 the provision of this 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.

18 I hereby appoint _____ [print or type full name] of _____
19 _____ [print or type full address and telephone number] as my
20 California agent for service of process in connection with this action or any
21 proceedings related to enforcement of this Stipulated Protective Order.

22
23 Date: _____

24 City and State where sworn and signed: _____

25 Printed name: _____

26 Signature: _____