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**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

LISA ROBINSON and KEVIN ROBINSON,	)	<b>CASE NO.: 2:10-cv-03187-MCE-GGH</b>
	)	
Plaintiffs,	)	<i>EX PARTE</i> DISCOVERY MATTER
	)	
vs.	)	Assigned to: Hon. Gregory G. Hollows
	)	
KIA MOTORS AMERICA, INC., a California Corporation, and Does 1 through 10, inclusive,	)	<b>PROTECTIVE ORDER</b>
	)	
Defendants.	)	Complaint Filed: October 22, 2010
	)	Trial Date: None Set
	)	
	)	
	)	

Based on the *ex parte* application by Kia Motors America, Inc. (“KMA”) and all other papers submitted by the parties, this Court grants a Protective Order for the production of documents with the following conditions:

1. All documents and information which constitute, refer to, or otherwise incorporate trade secrets, and confidential and/or proprietary information (hereinafter referred to as the "Documents" and/or "Information")

1 produced or disclosed by KMA to plaintiffs in this Action whether voluntarily or  
2 pursuant to discovery demand or court order, and which are not already a matter  
3 of public record, shall be provided only to plaintiffs, including plaintiffs' counsel  
4 in this Action. (Documents and Information which do not constitute, refer to, or  
5 otherwise incorporate trade secrets, and confidential and/or proprietary  
6 information or which have already been made public are not covered by this  
7 Protective Order.) Those persons who are employees of plaintiffs' counsel may  
8 have access to such Documents and Information on a need to know basis. Any  
9 consultant or expert retained by plaintiffs may have access to such Documents  
10 and Information once they have agreed in writing, in the form described in  
11 paragraph 6 of this Protective Order, to abide by the provisions of this Protective  
12 Order. This Protective Order shall not limit the plaintiffs' right to use the  
13 Documents and Information in connection with any legal proceeding related to  
14 this action, including trial or appeal. However, said Documents and Information  
15 used in connection with any legal proceeding, including deposition testimony,  
16 related to this action may be sealed upon application of KMA and order of the  
17 Court.

18       2. Documents produced by KMA which are subject to this Protective  
19 Order entered by the Court may be marked, "Privileged and Confidential --  
20 Subject to Protective Order," or in a similar fashion.

21       3. The Documents and any Information derived from examination of  
22 said Documents as well as any other Information provided to plaintiffs which  
23 KMA identifies as confidential shall be used only in connection with this Action  
24 and shall not be used in connection with any other lawsuit, arbitration, claim,  
25 proceeding, or for any other purpose, except upon the written stipulation of the  
26 parties or order of the Court.

27       4. Plaintiffs in this Action may publish the Documents and Information  
28 produced by KMA in this Action only to those persons identified in paragraph 1

1 of this Protective Order who have a need to review, rely on and/or analyze such  
2 Documents and Information for the purpose of prosecuting this Action. Plaintiffs  
3 shall not provide such Documents or Information to any other person or entity for  
4 any purpose whatsoever, except as permitted by this Protective Order or by  
5 mutual consent of the parties.

6       5. Except as provided in paragraph 4 above, the persons covered by this  
7 Protective Order are prohibited from disseminating in any fashion, manner or  
8 method the Documents and Information produced herein by KMA, or any copies,  
9 notes, summaries, extracts or digests thereof, without the further written  
10 Stipulation of KMA or by Order of the Court.

11       6. Prior to the dissemination of any of the Documents or Information to  
12 any person, firm or organization, plaintiffs shall ensure that each such person,  
13 firm or organization has agreed to be subject to the jurisdiction of this Court in the  
14 event of any violation or alleged violation of this Protective Order. Plaintiffs shall  
15 not disclose, by any means whatsoever, any Documents or Information until the  
16 person, firm or organization to whom disclosure is to be made has:

- 17       (i) read this Protective Order in its entirety;
- 18       (ii) signed a copy of this Protective Order signifying agreement to its  
19           provision and consent to the jurisdiction of the Court over them.

20       7. Plaintiffs shall maintain a list of all persons, firms or organizations  
21 who have received Documents and/or Information. At the conclusion of this  
22 Action, plaintiffs will furnish the attorneys for KMA a list of all persons, firms or  
23 organizations, including any expert consultants not designated as expert witnesses  
24 by plaintiffs, who have received any Documents or Information, as well as the  
25 Protective Order signed by each of them.

26       8. The production of Documents or Information shall not constitute a  
27 waiver of KMA's claim in this Action or otherwise that said Documents or  
28 Information are privileged or are otherwise non-discoverable.

1           9. All Documents and Information, and copies of such materials, shall  
2 be surrendered to the attorneys for KMA at the conclusion of this Action, or shall  
3 be destroyed by plaintiffs. All notes, digests, summaries and extracts derived  
4 from such Documents and Information shall be destroyed by plaintiffs at the  
5 conclusion of this Action. Plaintiffs' attorneys shall certify, within twenty (20)  
6 days of the conclusion of this Action, by declaration under penalty of perjury, that  
7 the requirements of this paragraph have been met by all persons signing this  
8 Protective Order.

9           10. Any Documents or Information subject to this Protective Order may  
10 later be removed from the terms of this only by (a) written stipulation of the  
11 parties, (b) by written statement provided by Defendant, or (c) by order of the  
12 Court.

13           11. The Court shall retain jurisdiction to enforce this Protective Order  
14 after the conclusion of this Action. Any party seeking to enforce this Protective  
15 Order or claiming a breach thereof may move at a noticed hearing for contempt or  
16 for appropriate sanctions.

17           Additional Provisions:

18           Unduly excessive designation of documents as confidential may result in  
19 sanctions.

20           This protective order is subject to later modification upon noticed motion.

21           No document shall be sealed in this litigation except upon application in  
22 accordance with the local rules of this district and in accordance with applicable  
23 law regarding the sealing of documents. Procedurally, the parties must comply  
24 with E. D. Local Rules 141 and 141.1 regarding the sealing of documents.

25           The substantive standards set forth by the Ninth Circuit for filing  
26 documents under seal are found in Pintos v. Pacific Creditors Ass'n., 605 F.3d  
27 665, 678 (9th Cir. 2010) and Phillips v. General Motors Corp., 307 F.3d 1206,  
28 1210 (9th Cir. 2002).

1 Any confidential material filed with the court, sealed or  
2 otherwise, will not be returned at the conclusion of the litigation.

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5 IT IS SO ORDERED.

6  
7 DATED: March 4, 2011

8 By: /s/ Gregory G. Hollows  
9 Hon. Gregory G. Hollows  
U.S. Magistrate Judge