

1 Robert E. Davies (SBN 106810)
 2 rdavies@donahuedavies.com
 3 Mary A. Stewart (SBN 106758)
 4 mstewart@donahuedavies.com
 5 DONAHUE DAVIES LLP
 6 P.O. Box 277010
 7 Sacramento, CA 95827
 8 Telephone: (916) 817-2900
 9 Facsimile: (916) 817-2644

10 Kathy A. Wisniewski (*admitted pro hac vice*)
 11 kwisniewski@thompsoncoburn.com
 12 Stephen A. D'Aunoy (*admitted pro hac vice*)
 13 sdaunoy@thompsoncoburn.com
 14 THOMPSON COBURN LLP
 15 One US Bank Plaza
 16 St. Louis, Missouri 63101
 17 Telephone: (314) 552-6000
 18 Facsimile: (314) 552-7000

19 *Attorneys for Defendant FCA US LLC (f/k/a Chrysler Group LLC)*

20 **UNITED STATES DISTRICT COURT**
 21 **EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION**

22 DEBORAH DeCOTEAU, *et al.*,
 23
 24 Plaintiff,
 25
 26 v.
 27 CHRYSLER GROUP LLC (n/k/a FCA US,
 28 LLC), *et al.*,
 Defendant.

Case No. 2:15-cv-00020-MCE-EFB

**STIPULATED PROTECTIVE
 ORDER REGARDING
 CONFIDENTIALITY AND
 RETURN OF DOCUMENTS**

1 IT IS HEREBY AGREED AND ORDERED:

2 1. In connection with discovery furnished by any of the parties (or any of
3 their present and former directors, officers, employees, and agents) in the above-
4 captioned action (the “Action”), any party may designate any document as
5 “Confidential” under this Stipulated Protective Order Regarding Confidentiality and
6 Return of Documents (the “Order”) if that party and its counsel in good faith believe
7 that the designated restriction is appropriate because the document contains or
8 reflects trade secrets or other confidential research and development, financial, or
9 commercial information, or personal information regarding individuals. Documents
10 designated as “Confidential” shall be limited to documents which have not been
11 made public and in which the disclosing party in good faith believes will, if
12 disclosed, have the effect of causing harm to its business or competitive position or
13 the personal privacy of the individual disclosing it.

14 2. Any documents to be designated as “Confidential” may be so
15 designated by labeling the documents with the term “Confidential” prior to their
16 production. Similarly, documents produced on DVD, CD, or other media may be
17 designated as “Confidential” by labeling the media as “Confidential” or placing the
18 electronic file in a folder labeled “Confidential.” Labeling “Confidential” on the
19 cover of any multi-page document shall so designate all pages of such document,
20 unless otherwise indicated by the designating party. Within four weeks of receiving
21 a deposition transcript, any party may designate any or all portions of it as
22 “Confidential” by written notice served on the opposing party identifying the pages
23 or lines that are to be afforded “Confidential” treatment. During the four-week
24 period following receipt of the deposition transcript, it shall be treated as
25 “Confidential,” unless otherwise agreed to by the parties. Alternatively, a party may
26 designate all or any part of a deposition as “Confidential” by stating on the record
27

28

1 during the deposition that all or part of the deposition should be so treated. The
2 term “document” as used throughout this Order includes any deposition transcript.

3 3. The production by any party of any “Confidential” documents during
4 this Action without a “Confidential” designation shall be without prejudice to any
5 claim that such material should be treated as “Confidential” and such party shall not
6 be held to have waived any rights by such production or disclosure. In the event
7 that such production occurs, counsel for the producing party may designate the
8 documents as “Confidential.”

9 4. In the event that any party objects to the designation of any documents
10 as “Confidential,” that party may serve written notice on all parties specifying which
11 documents are improperly designated. During the seven (7) day period following
12 service of such a notice, the parties shall confer in an effort to resolve the objections.
13 If the dispute is not resolved, the parties will follow the procedures set forth in Local
14 Rule 251 governing discovery disputes to resolve whether the documents should be
15 treated as “Confidential.” The specified documents shall continue to be treated as
16 “Confidential” pending resolution of the dispute by the Court. The party seeking to
17 designate the document(s) as “Confidential” shall have the burden to establish that
18 the document(s) qualify as “Confidential.”

19 5. Documents designated as “Confidential” (and any “Confidential”
20 information contained therein or any “Confidential” information that is utilized or
21 placed in another document) may be disclosed or made available by the receiving
22 party only to the following:

23 (a) The Court (including the Court’s administrative and clerical staff). If
24 any papers to be filed with the Court contain “Confidential”
25 information, the proposed filing shall be accompanied by an application
26 **in compliance with Local Rule 141** to file the papers or portion thereof
27

1 containing the protected information under seal, and the application
2 shall be directed to the judge to whom the papers are directed.

3 (b) Attorneys of record and in-house attorneys in the Action, as well as the
4 lawyers, paralegals, clerical and secretarial staff employed by and
5 working for such attorneys on this case.

6 (c) The parties as well as those officers, directors, in-house attorneys, or
7 employees of the parties who are actively involved in the Action or
8 who are otherwise necessary to aid counsel in the Action.

9 (d) Court reporters transcribing depositions in the Action.

10 (e) Any deposition, trial, or hearing witness in the Action, so long as they
11 execute the form attached hereto as Exhibit A.

12 (f) Any expert witness or consultant, which shall be defined to mean a
13 person who has been retained by one of the parties in good faith to
14 serve as an expert witness or consultant (whether or not retained to
15 testify at trial) in connection with this Action, including any person
16 working directly under the supervision of any such expert witness or
17 consultant, provided that prior to the disclosure of documents
18 designated as “Confidential” to any expert witness or consultant, the
19 party making the disclosure shall deliver a copy of this Order to such
20 person, shall explain its terms to such person, and shall secure the
21 signature of such person on the form attached hereto as Exhibit A.

22 (g) Any other persons to whom the parties all agree in writing and who
23 executes the form attached hereto as Exhibit A.

24 Nothing contained herein is intended to prevent either party from using
25 “Confidential” documents or information at a hearing or trial in this matter;
26 however, the parties shall take steps at the appropriate time to protect the
27

1 confidential nature of the information and the use and treatment of such information
2 will be addressed by separate Order.

3 6. Documents designated as “Confidential” and information contained
4 therein, shall not be disclosed to any person except in accordance with this Order
5 and shall be used by the persons receiving them only for the purposes of preparing
6 for, conducting, and/or participating in the conduct of this Action, and not for any
7 business, personal, or other purpose whatsoever.

8 7. Within thirty (30) days after the later of (i) final judgment or settlement
9 of the Action and (ii) after the time for any and all appeals has expired, the parties
10 and their counsel shall return to counsel for the producing party or third-party all
11 documents produced in this Action and all copies thereof. Alternatively, the parties
12 and their counsel may agree in writing on appropriate alternative methods for the
13 destruction of such documents. Within the same thirty (30) day period, counsel
14 shall supply to the producing party copies of each statement in the form attached
15 hereto as Exhibit A that were signed pursuant to paragraph 5 of this Order. Each
16 counsel of record for the receiving party may retain only one archival copy of:
17 deposition exhibits; exhibits used in proceedings before the Court; documents
18 included in submissions to the Court; and “Confidential” information to the extent it
19 is included in such papers or reflected in that counsel’s work product.

20 8. Any documents produced by a non-party witness in discovery in the
21 Action pursuant to subpoena or otherwise may be designated by such non-party as
22 “Confidential” under the terms of this Order, and such designation shall have the
23 same force and effect, and create the same duties, obligations, and remedies as if
24 made by one of the parties hereto.

25 9. If a party is served with a subpoena issued in other litigation that
26 compels disclosure of any information or items designated in this action as
27

1 “Confidential” that party must: (a) promptly notify in writing the designating party
2 and such notification shall include a copy of the subpoena; (b) promptly notify in
3 writing the party who caused the subpoena to issue in the other litigation that some
4 or all of the material covered by the subpoena is subject to this Stipulated Protective
5 Order and such notification shall include a copy of this Stipulated Protective Order;
6 and (c) cooperate with respect to all reasonable procedures sought to be pursued by
7 the designating party whose protected material may be affected. If the designating
8 party timely seeks a protective order, the party served with the subpoena shall not
9 produce any information designated “Confidential” before a determination by the
10 court from which the subpoena was issued, unless otherwise agreed to by the
11 designating party. Nothing in this Order shall be construed as authorizing a party to
12 disobey a lawful subpoena issued in another action.

13 10. The production of confidential documents by FCA US shall not
14 constitute a waiver of any privilege or other claim or right of withholding or
15 confidentiality that it may have. The terms of this protective order do not preclude
16 FCA US from providing confidential and/or protected information and documents to
17 the National Highway Traffic Safety Administration (NHTSA), either voluntarily or
18 in connection with FCA US’s obligations under the National Traffic and Motor
19 Vehicle Safety Act of 1966 (Safety Act), 49 U.S.C. § 30101, et. seq.

20 11. If information subject to a claim of attorney-client privilege, attorney
21 work product or any other ground on which production of such information should
22 not be made to a party is nevertheless inadvertently produced, such production shall
23 in no way prejudice or otherwise constitute a waiver of, or estoppel as to, any claim
24 of privilege, work product or other ground for withholding production to which the
25 producing party would otherwise be entitled. Any and all facially privileged or
26 work product materials inadvertently produced shall be returned or destroyed
27

1 promptly, when discovered. Any other inadvertently produced privileged materials
2 shall be promptly returned or destroyed upon the request of the producing party.

3 12. This Order may be amended or modified only by the Court.
4

5 Dated: June 26, 2017

6 **DONAHUE DAVIES LLP**

7
8 By: /s/
9 Robert E. Davies
10 Mary A. Stewart
11 Gregory A. Nelson
12 *Attorneys for Defendant FCA US LLC*

11 Dated: June 26, 2017

12 **CAPSTONE LAW APC**

13
14 By: /s/
15 Jordan L. Lurie
16 Tarek H. Zohdy
17 Cody R. Padgett
18 Karen L. Wallace
19 *Attorneys for Plaintiffs Deborah
20 DeCoteau and Liliana Navia*

20 IT IS SO ORDERED.

21
22 Dated: June 27, 2017



23 Hon. Edmund F. Brennan
24 United States Magistrate Judge

1 **EXHIBIT A**

2
3
4 1. I, _____, residing at
5 _____ have read the foregoing Stipulated Protective
6 Order Regarding Confidentiality and Return of Documents (the "Order") in the
7 action captioned *Deborah DeCoteau, et al. v. FCA US LLC*, 2:15-CU-00020-MCE-
8 EFB, pending in the United States District Court for the Eastern District of
9 California, Sacramento Division. I agree to be bound by its terms with respect to
10 any documents designated as "Confidential" that are furnished to me as set forth in
11 the Order. I further agree to return documents to the producing party or third party
12 according to the terms of paragraph 7 of that Order.

13 2. I hereby consent to the jurisdiction of the Court in which the Action is
14 pending with respect to any proceedings to enforce the terms of the Order against
15 me.

16
17 3. I hereby agree that any documents designated as "Confidential" that are
18 furnished to me will be used by me only for the purposes of the Action, and for no
19 other purpose, and will not be used by me in any business affairs of my employer or
20 of my own, nor will the information contained therein be imparted by me to any
21 other person.

22
23
24 _____
Signature

_____ Date