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Attorneys for Plaintiffs and the Proposed Classes
and Subclasses

14 **UNITED STATES DISTRICT COURT**
15 **NORTHERN DISTRICT OF CALIFORNIA**
16 **SAN FRANCISCO DIVISION**

17 LINDSAY ABERIN, RON ALUL, DON)
18 AWTREY, DANIEL CRINER, JARED)
CROOKS, REBECCA GRAY, MARK)
19 GERSTLE, JOHN KELLY, YUN-FEI LOU,)
JORDAN MOSS, DONALD TRAN, ARPAN)
20 SRIVASTAVA, and MELISSA YEUNG)
individually and on behalf of all others)
21 similarly situated,)
)
22 Plaintiffs,)
)
23 vs.)
)
24 AMERICAN HONDA MOTOR CO., INC.,)
)
25 Defendant.)
)

Case No. 3:16-cv-04384-JST
STIPULATED PROTECTIVE ORDER

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production of
3 confidential, proprietary, or private information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly,
5 the Parties hereby stipulate to and petition the court to enter the following Stipulated Protective
6 Order. The Parties acknowledge that this Order does not confer blanket protections on all disclosures
7 or responses to discovery and that the protection it affords from public disclosure and use extends
8 only to the limited information or items that are entitled to confidential treatment under the
9 applicable legal principles. The Parties further acknowledge, as set forth in Section 12.3, below, that
10 this Stipulated Protective Order does not entitle them to file confidential information under seal;
11 Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be
12 applied when a party seeks permission from the court to file material under seal.

13 2. DEFINITIONS

14 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
15 information or items under this Order.

16 2.2 Competitor: an entity that is engaged in commercial or economic competition with
17 AHM or any of its affiliates, including current and former (i.e., within the past year from the date of
18 entry of this Order) employees, consultants or independent contractors thereof.

19 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is
20 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of
21 Civil Procedure 26(c).

22 2.4 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well
23 as their support staff).

24 2.5 Designating Party: a Party or Non-Party that designates information or items that it
25 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
26 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

27 2.6 Disclosure or Discovery Material: all items or information, regardless of the medium
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1 or manner in which it is generated, stored, or maintained (including, among other things, testimony,
2 transcripts, and tangible things), that are produced or generated in disclosures or responses to
3 discovery in this matter, including Protected Material.

4 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the
5 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
6 consultant in this action.

7 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items:
8 extremely sensitive “Confidential Information or Items,” disclosure of which to another Party or Non-Party
9 would create a substantial risk of competitive or business injury to the Producing Party that could not
10 reasonably be avoided by less restrictive means. By way of example, and not limitation, HIGHLY
11 CONFIDENTIAL – ATTORNEYS’ EYES ONLY information may include economically or
12 competitively sensitive information such as non-public design, development, or testing information
13 (particularly that relates to recent or current model year vehicles); engineering specifications or
14 schematics; strategic planning or pricing information; trade secrets; negotiation strategies;
15 proprietary hardware or software or systems; and proprietary edits or customizations to software.

16 2.9 House Counsel: attorneys who are employees of a Party to this action. House Counsel
17 does not include Outside Counsel of Record or any other outside counsel.

18 2.10 Non-Party: any natural person, partnership, corporation, association, or other legal
19 entity not named as a Party to this action.

20 2.11 Outside Counsel of Record: attorneys who are not employees of a Party to this action
21 but are retained to represent or advise a Party to this action and have appeared in this action on
22 behalf of that Party or are affiliated with a law firm which has appeared on behalf of that Party.

23 2.12 Party: any party to this action, including all of its officers, directors, employees,
24 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

25 2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
26 Material (including Protected Material) in this action.

27 2.14 Professional Vendors: persons or entities that provide litigation support services (e.g.,
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1 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
2 storing, or retrieving data in any form or medium) and their employees and subcontractors.

3 2.15 Protected Material: any Disclosure or Discovery Material that is designated as
4 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

5 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material, including
6 Protected Material, from a Producing Party.

7 2.17 Technical Automotive Data: technical information relating to or concerned with
8 Acura vehicle hardware and software interfacing with or comprising the various HandsFreeLink[®]
9 systems in Acura vehicles and related components thereto which is also Protected Material.

10 3. SCOPE

11 The protections conferred by this Stipulation and Order cover not only Protected Material (as
12 defined above), but also (1) any information copied or extracted from Protected Material; (2) all
13 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
14 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
15 However, the protections conferred by this Stipulation and Order do not cover the following
16 information: (a) any information that is in the public domain at the time of disclosure to a Receiving
17 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of
18 publication not involving a violation of law or this Order, including becoming part of the public
19 record through trial or otherwise; and (b) any information known to the Receiving Party prior to the
20 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the
21 information lawfully and under no obligation of confidentiality to the Designating Party (“Source”),
22 provided notice is provided to the Producing Party in accordance with Section 8 below. Any use of
23 Protected Material at trial shall be governed by a separate agreement or order.

24 4. DURATION

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

4 5. DESIGNATING PROTECTED MATERIAL

5 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
6 Non-Party that designates information or items for protection under this Order must take care to
7 limit any such designation to specific material that qualifies under the appropriate standards. Each
8 Party or Non-Party that designates information or items for protection under this Order agrees to
9 uphold the spirit of the purposes of this Order and evaluate information for designation in its full
10 context. For example, design, development, and testing information may warrant protection or
11 heightened protection under this Order as relating to recent or current model year vehicles, but may
12 warrant reduced or no protection under this Order as relating to older model year vehicles,
13 depending on the context.

14 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
15 determined by the Court to be clearly unjustified or that have been made for an improper purpose
16 (e.g., to unnecessarily encumber or retard the case development process or to impose unnecessary
17 expenses and burdens on other Parties) could expose the Designating Party to sanctions. If it comes
18 to a Designating Party's attention that information or items that it designated for protection do not
19 qualify for protection, the Designating Party must promptly notify all other Parties that it is
20 withdrawing the mistaken designation.

21 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see,
22 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or
23 Discovery Material that qualifies for protection under this Order must be clearly so designated
24 before the material is disclosed or produced.

25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (e.g., paper or electronic documents, but
27 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party

1 affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
2 ONLY” to each document that contains protected material. A Party or Non-Party that makes original
3 documents or materials available for inspection need not designate them for protection until after the
4 inspecting Party has indicated which material it would like copied and produced. During the
5 inspection and before the designation, all of the material made available for inspection shall be
6 deemed “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
7 according to the discretion of the Party or Non-Party who is making such documents or materials
8 available. After the inspecting Party has identified the documents it wants copied and produced, the
9 Producing Party must determine which documents qualify for protection under this Order. Then,
10 before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL”
11 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” legend to each document that
12 contains Protected Material.

13 (b) for testimony given in deposition or in other pretrial or trial proceedings, that
14 the Designating Party identify all protected testimony on the record or in writing within 30 days of
15 receipt of the final transcript of the deposition or other proceedings. All testimony shall be treated as
16 HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY until the expiration of such 30-day
17 period, unless mutually agreed by the Parties in writing.

18 (c) for information produced in some form other than documentary and for any
19 other tangible items, that the Producing Party affix in a prominent place on the exterior of the
20 container or containers in which the information or item is stored the legend “CONFIDENTIAL” or
21 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of the
22 information or item warrant protection, the Producing Party, to the extent practicable, shall identify
23 the protected portion(s).

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
25 designate qualified information or items does not, standing alone, waive the Designating Party’s
26 right to secure protection under this Order for such material. Upon timely correction of a
27 designation, the Receiving Party must make reasonable efforts to assure that the material is treated in
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1 accordance with the provisions of this Order.

2 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

3 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
4 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
5 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,
6 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a
7 confidentiality designation by electing not to mount a challenge promptly after the original
8 designation is disclosed.

9 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
10 by providing written notice of each designation it is challenging and describing the basis for each
11 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must
12 identify the specific Protected Information by bates number and recite that the challenge to
13 confidentiality is being made in accordance with this specific paragraph of the Protective Order. The
14 Parties shall attempt to resolve each challenge in good faith and must begin the process by
15 conferring directly (in voice-to-voice dialogue; other forms of communication are not sufficient)
16 within fourteen (14) business days of the date of service of notice (or as otherwise agreed to by the
17 Parties). In conferring, the Challenging Party must explain the basis for its belief that the
18 confidentiality designation was not proper and must give the Designating Party an opportunity to
19 review the designated material, to reconsider the circumstances, and, if no change in designation is
20 offered, to explain the basis for the chosen designation. A Challenging Party may proceed to the next
21 stage of the challenge process only if it has engaged in this meet and confer process first or
22 establishes that the Designating Party is unwilling to participate in the meet and confer process in a
23 timely manner.

24 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
25 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil
26 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within twenty-one (21)
27 business days of the initial notice of challenge or within fourteen (14) business days of the Parties

1 agreeing that the meet and confer process will not resolve their dispute, whichever is earlier (or on a
2 different schedule as otherwise agreed to by the Parties). Each such motion must be accompanied by
3 a competent declaration affirming that the movant has complied with the meet and confer
4 requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a
5 motion including the required declaration within 21 business days (or 14 business days, if
6 applicable) (or the agreed-upon schedule, as applicable) shall automatically waive the confidentiality
7 designation for each challenged designation. In addition, the Challenging Party may file a motion
8 challenging a confidentiality designation at any time if there is good cause for doing so, including a
9 challenge to the designation of a deposition transcript or any portions thereof. Any motion brought
10 pursuant to this provision must be accompanied by a competent declaration affirming that the
11 movant has complied with the meet-and-confer requirements imposed by the preceding paragraph.

12 The burden of persuasion in any such challenge proceeding shall be on the Designating
13 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose
14 unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions.
15 Unless the Designating Party has waived the confidentiality designation by failing to file a motion to
16 retain confidentiality as described above, all Parties shall continue to afford the material in question
17 the level of protection to which it is entitled under the Producing Party's designation until the court
18 rules on the challenge.

19 7. ACCESS TO AND USE OF PROTECTED MATERIAL

20 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
21 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
22 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
23 the categories of persons and under the conditions described in this Order. When the litigation has
24 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
25 DISPOSITION).

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

1 Plaintiffs agree to not disclose any “CONFIDENTIAL” Information or Items or “HIGHLY
2 CONFIDENTIAL – ATTORNEYS EYES ONLY” Information or Items to any person who is: (i)
3 currently an employee or independent contractor of a Competitor of any Honda entity; (ii) currently
4 serving as a consultant to a Competitor on matters relating to the vehicle components in issue in this
5 litigation, including without limitation Technical Automotive Data; or (iii) otherwise conflicted out
6 based on, inter alia, agency principles or governing law (collectively, “Conflicted Consultants”);

7 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered
8 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
9 information or item designated “CONFIDENTIAL” only to:

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

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

17 (c) Experts (as defined in this Order) of the Receiving Party who the Receiving
18 Party in good faith reasonably believes are not Competitors of the Producing Party, and to whom
19 disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment
20 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, and
23 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
24 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

1 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be
2 separately bound by the court reporter and may not be disclosed to anyone except as permitted
3 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.

6 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
7 Information or Items. Unless otherwise ordered by the court or permitted in writing by the
8 Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY
9 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to:

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

14 (b) Experts of the Receiving Party who the Receiving Party in good faith
15 reasonably believes are not Competitors of the Producing Party and who will not be reviewing or
16 receiving Technical Automotive Data designated HIGHLY-CONFIDENTIAL ATTORNEYS’
17 EYES ONLY:

18 (1) to whom disclosure is reasonably necessary for this litigation, and
19 (2) who have signed the “Acknowledgment and Agreement to Be
20 Bound” (Exhibit A);

21 (c) Experts of the Receiving Party who will be reviewing and/or receiving
22 Technical Automotive Data that is also designated HIGHLY-CONFIDENTIAL ATTORNEYS’
23 EYES ONLY, to whom disclosure is reasonably necessary for this litigation and who have signed
24 the “Acknowledgement and Agreement to Be Bound” (Exhibit A), provided that in advance of
25 disclosure of Technical Automotive Data that is also designated HIGHLY-CONFIDENTIAL
26 ATTORNEYS’ EYES ONLY, the procedures set forth in paragraph 7.3(c)(1)-(3), below, have
27 been followed:

1 (1) disclosure of HIGHLY-CONFIDENTIAL ATTORNEYS' EYES
2 ONLY-designated Technical Automotive Data may be made only after the Receiving Party
3 provides to all Outside Counsel of Record for AHM no fewer than twenty (20) days' prior written
4 notice of the identity of the Expert or consultant (each a "Disclosed Expert") to whom such
5 disclosure is to be made (including his or her name, address, current job title, and the names of
6 Competitor(s) by which the Expert or consultant has been employed, retained or performed
7 services for).

8 (2) if AHM fails to notify the Receiving Party of its objection to the
9 Disclosed Expert twenty-one (21) days after receipt of all of the information provided in 7.3(c)(1),
10 AHM will be deemed to have consented to disclosure of Technical Automotive Data designated
11 HIGHLY-CONFIDENTIAL ATTORNEYS EYES ONLY to the Disclosed Expert and the
12 Receiving Party may disclose such data to the identified Disclosed Expert;

13 (3) if AHM provides notice of its objection to disclosure to the
14 Disclosed Expert up to and including 21 days after receipt of all of the information provided in
15 7.3(c)(i), no disclosure of any Technical Automotive Data designated HIGHLY-CONFIDENTIAL
16 ATTORNEYS' EYES ONLY shall be made unless and until resolution of such objection has been
17 reached. The Parties agree to resolving any objection via the same conflict resolution procedure
18 outlined in Section 6 of this Order, and in the interim, Receiving Party agrees that no disclosure of
19 such data shall be made to the Disclosed Expert unless and until resolution of such objection has
20 been reached;

21 (d) the Court and its personnel;
22 (e) court reporters and their staff, professional jury or trial consultants, and
23 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
24 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A); and

25 (f) the author or recipient of a document containing the information or a
26 custodian or other person who otherwise possessed or knew the information;

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1 (g) Notwithstanding the foregoing, a Receiving Party may disclose any
2 HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY Information or Items while on the
3 record in a deposition taken in this action to a witness provided: (i) counsel in good faith believes
4 the witness has knowledge of the matters contained in the HIGHLY CONFIDENTIAL –
5 ATTORNEYS’ EYES ONLY Information or Items (but only as to the subject matter to which the
6 witness is reasonably believed to have knowledge); (ii) counsel in good faith deems it necessary
7 for the prosecution of defense of this action to show the HIGHLY CONFIDENTIAL –
8 ATTORNEYS’ EYES ONLY Information or Items to the witness; and (iii) the witness shall sign
9 the “Acknowledgment and Agreement to Be Bound” (Exhibit A) before the HIGHLY
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY Information or Items are disclosed. If a dispute
11 arises regarding whether it is necessary for the prosecution or defense of this action to show
12 HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY Information or Items to the witness,
13 counsel for the parties present at the deposition shall meet and confer during the deposition in an
14 attempt to resolve the dispute in advance of the HIGHLY CONFIDENTIAL – ATTORNEYS’
15 EYES ONLY Information or Items are disclosed to the witness. If the parties are unable to resolve
16 the dispute, the HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY Information or Items
17 shall not be disclosed to the witness until such time that the Parties or Court resolves the dispute.

18 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
19 LITIGATION OR OBTAINED FROM A SOURCE WHO CLAIMS TO HAVE
20 OBTAINED THE INFORMATION LAWFULLY AND WITHOUT OBLIGATION OF
21 CONFIDENTIALITY TO THE DESIGNATING PARTY

22 If a Party is served with a subpoena or a court order issued in other litigation that compels
23 disclosure of any information or items designated in this action as “CONFIDENTIAL” or “HIGHLY
24 CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or obtains information from a Source that
25 claims to have obtained the information lawfully and without obligation of confidentiality to the
26 Designating Party, the Party must:

27 (a) promptly notify in writing the Designating Party. Such notification shall

1 include a copy of the subpoena or court order or identity of the Source, as applicable;

2 (b) promptly notify in writing the party who caused the subpoena or order to issue
3 in the other litigation (or Source, as applicable), that some or all of the material covered by the
4 subpoena or order is subject to this Protective Order. Such notification shall include a copy of this
5 Stipulated Protective Order; and

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

8 If the Designating Party timely seeks a protective order, the Party served with the subpoena
9 or court order (or who obtains the Protected Material from a Source) shall not produce or disclose
10 any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
11 ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or
12 order issued (or this court, as applicable), unless the Party has obtained the Designating Party’s
13 permission. The Designating Party shall bear the burden and expense of seeking protection in court
14 of its Protected Material – and nothing in these provisions should be construed as authorizing or
15 encouraging a Receiving Party in this action to disobey a lawful directive from another court.

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

18 (a) The terms of this Order are applicable to information produced by a Non-
19 Party in this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
20 ATTORNEYS’ EYES ONLY” (including affiliates of a Party). Such information produced by Non-
21 Parties in connection with this litigation is protected by the remedies and relief provided by this
22 Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking
23 additional protections.

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

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

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

5 (3) make the information requested available for inspection by the Non-
6 Party.

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

14 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

22 11. PRIVILEGED, ATTORNEY WORK PRODUCT, OR OTHERWISE PROTECTED
23 MATERIAL

24 When a Producing Party gives notice to Receiving Parties that certain produced material,
25 whether inadvertently produced or otherwise, is subject to a claim of privilege, attorney work
26 product, or other protection, the obligations of the Receiving Parties are those set forth in Federal
27 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
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1 may be established in an electronic discovery order that provides for production without prior
2 privilege review.

3 If, without receiving notice from the Producing Party, a Receiving Party recognizes that it is
4 in receipt of material that is subject to privilege, attorney work product, or other protection, the
5 Receiving Party shall promptly notify the Producing Party and follow its obligations as set forth in
6 Federal Rule of Civil Procedure 26(b)(5)(B). The Receiving Party may move the Court for an order
7 compelling the production of some or all of such materials, but the basis for such a motion may not
8 be the fact or circumstances of the productions.

9 Pursuant to Federal Rule of Evidence 502(d) and (e), the production of privileged material or
10 attorney work product, whether inadvertent or otherwise, is not a waiver of the privilege or attorney
11 work product protection from discovery in this matter or in any other federal or state proceeding.

12 When a Producing Party withholds materials from production on the basis of a claim of
13 privilege, attorney work product, or other protection, the Producing Party shall provide a privilege
14 log within a reasonable time following withholding of the materials to the Receiving Party. Such
15 privilege log shall contain sufficient information to allow the Receiving Party to identify the basis
16 of the claim of privilege, attorney work product, or other protection in such materials. With respect
17 to e-mails containing multiple chains or threads over which a party claims a privilege, the
18 Producing Party may log only the “top level” email in the email chain, provided that the privilege
19 log entry for the top-level email states that the e-mail consists of a “chain” or “string.” Privileged,
20 attorney work product, or otherwise protected material arising from or relating to this litigation
21 (including that relates to Pfeiffer v. Am. Honda Motor Co., Inc., Case No. 2:16-cv-04507-R-JEM
22 (C.D. Cal.)) that was created after June 22, 2016, may be withheld without being included on a
23 privilege log.

24 12. MISCELLANEOUS

25 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
26 its modification by the court in the future.

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1 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
2 no Party waives any right it otherwise would have to object to disclosing or producing any
3 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
4 Party waives any right to object on any ground to use in evidence of any of the material covered by
5 this Protective Order.

6 12.3 Filing Protected Material. Without written permission from the Designating Party or a
7 court order secured after appropriate notice to all interested persons, a Party may not file in the
8 public record in this action any Protected Material. A Party that seeks to file under seal any Protected
9 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal
10 pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant
11 to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the
12 Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to
13 protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant
14 to Civil Local Rule 79-5(d) is denied by the court, then the Receiving Party may file the information
15 in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by the court.

16 13. FINAL DISPOSITION

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

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

5
6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
7
8

9 /s/ Livia M. Kiser

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28 Dated: March 31, 2017

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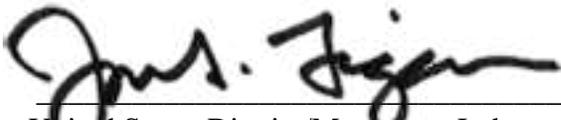
Attorneys for Plaintiffs and the Proposed
Classes and Subclasses

Dated: March 31, 2017

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PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: April 4, 2017



United States District/Magistrate Judge

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SIGNATURE ATTESTATION

I am the ECF User whose identification and password are being used to file the foregoing Stipulation. In compliance with Civil Local Rule 5.1, I hereby attest that the signatory has concurred in this filing.

Dated: March 31, 2017

By: /s/ Livia M. Kiser

Livia M. Kiser

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of _____ [print or
4 type full address], declare under penalty of perjury that I have read in its entirety and understand the
5 Stipulated Protective Order that was issued by the United States District Court for the Northern
6 District of California on _____, 2017, in the case of _____ Alul et al. v.
7 American Honda Motor Co., Inc., Case No. 3:16-cv-04384-JST. I agree to comply with and to be
8 bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that
9 failure to so comply could expose me to sanctions and punishment in the nature of contempt. I
10 solemnly promise 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 the provisions of
12 this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for the Northern
14 District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even
15 if such enforcement proceedings occur after termination of this action.

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

20
21 Date: _____

22 City and State where sworn and signed: _____

23
24 Printed name: _____

25
26 Signature: _____