

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

**Sedigheh Battle, Lonnie Ashton, and Hermon McCoy v. Hyundai
Motor Company, Hyundai Motor America, and Does 1 through 5,
inclusive**

Battle v. Hyundai Motor Co. · No. 8:23-cv-02035-JWH-ADS · Decided June 17, 2025

OPINION

1 2 3 4 5 6 7 8 9 UNITED STATES DISTRICT COURT 10 CENTRAL DISTRICT OF
CALIFORNIA 11 12 SEDIGHEH BATTLE, LONNIE Case No.: 8:23-cv-02035-JWH-ADS
ASHTON, and HERMON MCCOY on 13 behalf of themselves and all others Hon. John W.
Holcomb similarly situated, 14 Discovery Document: Referred to Plaintiffs, Magistrate Judge
Autumn D. Spaeth 15 v. Complaint Filed: October 31, 2023 16 Second Amended Complaint
Filed: HYUNDAI MOTOR COMPANY, June 7, 2024 17 HYUNDAI MOTOR AMERICA, and
Does 1 through 5, inclusive, STIPULATED PROTECTIVE 18 ORDER Defendants.

19 20 21 22 I. PURPOSES AND LIMITATIONS 23 A. Discovery in this Action will involve
production of confidential, 24 proprietary, or private information for which special protection
from public 25 disclosure and from use for any purpose other than prosecuting this litigation 26
may be warranted.

Accordingly, the Parties hereby stipulate to and petition the 27 Court to enter the following
Stipulated Protective Order. The Parties 28 acknowledge that this Stipulated Protective Order does
not confer blanket 1 protections on all disclosures or responses to discovery and that the
protection 2 it affords from public disclosure and use extends only to the limited information 3 or
items that are entitled to confidential treatment under the applicable legal 4 principles.

The Parties further acknowledge, as set forth in Section XIII(C), 5 below, that this Stipulated
Protective Order does not entitle them to file 6 confidential information under seal; Civil Local
Rule 79-5 sets forth the 7 procedures that must be followed and the standards that will be applied
when a 8 party seeks permission from the Court to file material under seal.

9 II. GOOD CAUSE STATEMENT 10 A. This Action is likely to involve trade secrets, customer
and pricing lists 11 and other valuable research, development, commercial, financial, technical 12
and/or proprietary information for which special protection from public 13 disclosure and from
use for any purpose other than prosecution of this Action is 14 warranted. Such confidential and
proprietary materials and information may 15 consist of, among other things, confidential business
or financial information, 16 private customer information, information regarding confidential

business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law.

Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of Discovery Materials, to adequately protect information the Parties are entitled to keep confidential, to ensure that the Parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of this Action, and to serve the ends of justice, a protective order for such information is justified in this matter.

It is the intent of the Parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

III. DEFINITIONS

A. Action: The above-captioned action, Sedigheh Battle, et al. v. Hyundai Motor Company, et al., No. 8:23-cv-02035-JWH-ADS (C.D.

Cal. filed Oct. 31, 2023).

B. Challenging Party: A Party or Non-Party that challenges the designation of information or items under this Stipulated Protective Order.

C. “CONFIDENTIAL” Information or Items: For purposes of this Stipulated Protective Order, information that may be designated as “CONFIDENTIAL” includes any information that a Party intends to produce and believes in good faith to be confidential or sensitive non-public information, including, but not limited to, research, design, development, financial, technical, marketing, planning, personal, or commercial information, as such terms are used in Rule 26(c) of the Federal Rules of Civil Procedure and any applicable case law interpreting Rule 26(c), and as specified above in the Good Cause Statement. “CONFIDENTIAL” Information or Items also include information that a Party is required to maintain as confidential under the terms of an agreement or other understanding.

D. Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

E. Designating Party: A Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” “HIGHLY CONFIDENTIAL,” or “PROTECTED DATA.”

F. Disclosure or Discovery Material: All items or information, regardless of the medium or manner in which they are generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery.

G. Expert: A person or firm with specialized knowledge or experience in a matter pertinent to this Action who has been retained by a Party or its Counsel to serve as an expert witness or as a consultant in this Action.

H. “HIGHLY CONFIDENTIAL” Information or Items: For purposes

of 7 this Stipulated Protective Order, Disclosure or Discovery Material may be 8 designated as “HIGHLY CONFIDENTIAL” if the Designating Party in good 9 faith believes the Disclosure or Discovery Material constitutes or contains 10 confidential and highly sensitive competitive business and/or proprietary 11 information that warrants the highest level of confidentiality, the disclosure of 12 which other than as provided in Section VIII(C) below will place the Producing 13 Party at a competitive disadvantage.

Any Producing Party may designate as 14 “HIGHLY CONFIDENTIAL”: (i) trade secrets; (ii) current and future business 15 and marketing plans that have not been disclosed to the public; (iii) research and 16 development activities that have not been disclosed to the public; (iv) 17 commercial agreements with third parties containing competitively sensitive 18 information, and the negotiations concerning such agreements; provided that the 19 Producing Party has taken reasonable steps to keep the terms of such agreements 20 and related negotiations—as distinct from the existence of the commercial 21 relationship—out of the public domain; (v) non-public communications with 22 United States and foreign patent offices that are not producible by those patent 23 offices pursuant to public records requests; (vi) non-public communications 24 with United States or foreign regulatory agencies that are not producible by 25 those patent offices pursuant to public records requests; (vii) non-public 26 financial information, including non-public sales information, sales projections, 27 profit calculations, income and costs (i.e., production, marketing, and 28 overhead); and (viii) any other category of information subsequently agreed to 1 by the parties in writing as constituting “HIGHLY CONFIDENTIAL” 2 Information or Items.

3 I. House Counsel: Attorneys who are employees of a Party. House Counsel 4 does not include Outside Counsel of Record or any other outside counsel. 5 J. Non-Party: Any natural person, partnership, corporation, association, or 6 other legal entity not named as a Party. 7 K. Outside Counsel of Record: Attorneys who are not employees of a Party 8 but are retained to represent a Party and have appeared in this Action on behalf 9 of that Party or are affiliated with a law firm that has appeared on behalf of that 10 Party, and includes support staff.

11 L. Party: Any party to this Action, including all of its officers, directors, 12 employees, consultants, retained experts, and Outside Counsel of Record (and 13 their support staffs). 14 M. Producing Party: A Party or Non-Party that produces Disclosure or 15 Discovery Material in this Action. 16 N. Professional Vendors: Persons or entities that provide litigation support 17 services, including outside copying services, court reporters, interpreters, 18 translators, stenographers, or companies engaged in the business of supporting 19 computerized or electronic litigation discovery or trial preparation, and their 20 employees and subcontractors.

21 O. “PROTECTED DATA”: Sensitive personal information of individuals 22 that is protected from disclosure by an applicable law, statute, or regulation. 23 “PROTECTED DATA” includes

the following: 24 a. Social Security Numbers, except the last four digits; 25 b. Passport Numbers, except the last four digits; 26 c. Driver's License Numbers, except the last four digits; 27 d. State Identification Numbers, except the last four digits; 28 e. Taxpayer Identification Numbers, except the last four digits; 1 f. Patient Identification Numbers, except the last four digits; 2 g. Financial Account Numbers, except the last four digits; 3 h. Credit/Debit Card Numbers, except the last four digits; 4 i. Media Access Control addresses, except the last four digits; 5 j. Vehicle Identification Numbers, except the last four digits; 6 k. License plate numbers; 7 l. Biometric information; 8 m. Fingerprints; 9 n. Retina scans; 10 o. Voice signatures; 11 p. Facial geometry; 12 q. Medical information unrelated to the alleged defects at issue 13 in this Action; 14 r. Information identifying credit card or bank account 15 balances; 16 s. Names of minor children, unless related to the issue of 17 providing notice to a putative class; 18 t. Home addresses, except for the State and zip code, that do 19 not relate to the issue of providing notice to a putative class or 20 facilitating service upon a potential witness to this Action; 21 u. Personal telephone numbers; 22 v. Dates of birth, other than the year of an individual's birth; 23 w. Alien Registration Numbers; 24 x. Identification card numbers, except the last four digits; 25 y. Data identifying the physical location of persons if not 26 relevant to this Action; 27 z. Internet Protocol addresses, except the last four digits; 28 aa.

Cookie IDs, except the last four digits; 1 bb. Advertising identifiers of a phone, except the last four digits; 2 cc. Racial or ethnic origin; and 3 dd. Genetic data. 4 No other information that falls outside the enumerated list above shall be 5 deemed "PROTECTED DATA" absent later agreement of the Parties or a court order. 6 P. Protected Material: Any Disclosure or Discovery Material that is 7 designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL," or that 8 constitutes "PROTECTED DATA." 9 Q. Receiving Party: A Party that receives Disclosure or Discovery Material 10 from a Producing Party.

11 IV. SCOPE 12 A. The protections conferred by this Stipulated Protective Order cover not 13 only Protected Material (as defined above), but also (1) any information copied 14 or extracted from Protected Material; (2) all copies, excerpts, summaries, or 15 compilations of Protected Material; and (3) any testimony, conversations, or 16 presentations by Parties or their Counsel that might reveal Protected Material.

17 Any use of Protected Material at trial shall be governed by the orders of the trial 18 judge and other applicable authorities. This Stipulated Protective Order does 19 not govern the use of Protected Material at trial. 20 V. DURATION 21 A. Once this Action proceeds to trial, information that was designated as 22 "CONFIDENTIAL," "HIGHLY CONFIDENTIAL," or maintained pursuant to 23 this Stipulated Protective Order that is used or introduced as an exhibit at trial 24 becomes public and will be presumptively available to all members of the 25 public, including the press, unless compelling reasons supported by specific 26 factual findings to proceed otherwise are made to the trial judge in advance of 27 the trial.

See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180- 28 81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing documents 1 produced in discovery from “compelling reasons” standard when merits-related 2 documents are part of court record).

Accordingly, the terms of this Stipulated 3 Protective Order do not extend to such information beyond the commencement 4 of the trial. The terms of this Stipulated Protective Order shall continue to apply 5 to all other information and documents not used or introduced as an exhibit at 6 trial. 7 VI. DESIGNATING PROTECTED MATERIAL 8 A. Exercise of Restraint and Care in Designating Material for Protection 9 1.

Each Party or Non-Party that designates information or items for 10 protection under this Stipulated Protective Order must take care to 11 limit any such designation to specific material that qualifies under 12 the appropriate standards.

The Designating Party must designate 13 for protection only those parts of material, documents, items, or 14 oral or written communications that qualify for protection so that 15 other portions of the material, documents, items, or 16 communications for which protection is not warranted are not 17 swept unjustifiably within the ambit of this Stipulated Protective 18 Order.

Mass, indiscriminate, or routinized designations are 19 prohibited. Designations that are shown to be clearly unjustified 20 or that have been made for an improper purpose (e.g., to 21 unnecessarily encumber the case development process or to 22 impose unnecessary expenses and burdens on other parties) may 23 expose the Designating Party to sanctions. If it comes to a 24 Designating Party’s attention that information or items that it 25 designated for protection do not qualify for protection, that 26 Designating Party must promptly notify all other Parties that it is 27 withdrawing the inapplicable designation.

28 B. Manner and Timing of Designations 1 1. Except as otherwise provided in this Stipulated Protective Order or 2 as otherwise stipulated or ordered, Disclosure or Discovery 3 Material that qualifies for protection under this Stipulated 4 Protective Order must be clearly so designated before the material 5 is disclosed or produced. Designation in conformity with this 6 Stipulated Protective Order requires: 7 a. For information in documentary form (e.g., paper or 8 electronic documents, but excluding transcripts of depositions or 9 other pretrial or trial proceedings), that the Producing Party affix 10 at a minimum, the legend “CONFIDENTIAL,” “HIGHLY 11 CONFIDENTIAL,” or “PROTECTED DATA” to each document 12 that contains any Protected Material.

However, upon reasonable 13 request by a Party to a Designating Party to identify the specific 14 portions of a document that contain Protected Material purportedly 15 justifying the designation, the Designating Party shall provide that 16 information, including the relevant pages, within ten (10) business 17 days of the request. A Party or Non-Party that makes original 18 documents

available for inspection need not designate them for 19 protection until after the inspecting Party has indicated which 20 documents it would like copied and produced.

During the 21 inspection and before the designation, all of the material made 22 available for inspection shall be deemed “CONFIDENTIAL.” 23 After the inspecting Party has identified the documents it wants 24 copied and produced, the Producing Party must determine which 25 documents, or portions thereof, qualify for protection under this 26 Stipulated Protective Order.

Then, before producing the specified 27 documents, the Producing Party must affix the 28 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL,” or 1 “PROTECTED DATA” legend, as appropriate, to each document 2 that contains Protected Material.

However, upon reasonable 3 request by a Party to a Designating Party to identify the specific 4 portions of a document that contain Protected Material purportedly 5 justifying the designation, the Designating Party shall provide that 6 information, including the relevant pages, within ten (10) business 7 days of the request. 8 b. For testimony given in deposition that the Designating Party 9 designates portions of the testimony as “CONFIDENTIAL” or 10 “HIGHLY CONFIDENTIAL” on the record at the deposition, or 11 by identifying specific pages and/or lines as “CONFIDENTIAL” 12 or “HIGHLY CONFIDENTIAL” within thirty (30) days after 13 receipt of the final transcript of the deposition in which the 14 designations are made.

All deposition transcripts shall be treated 15 as “CONFIDENTIAL” for thirty (30) days following receipt by the 16 Designating Party of the final transcript. 17 The Parties shall direct the reporter attending each deposition to place the 18 following legend in bold type on all the covers of all deposition transcripts: 19 “NOTICE: This deposition is subject to a Protective Order and may contain “CONFIDENTIAL” or “HIGHLY 20 CONFIDENTIAL” testimony and/or exhibits.” 21 Whenever Protected Material is to be discussed or disclosed in a deposition, the 22 Designating Party for such Protected Material shall have the right to require the 23 exclusion from the room of any person who is not entitled to access such Protected 24 Material.

Nothing in this provision is intended to impose any obligation upon a 25 Receiving Party beyond those imposed by the Federal Rules of Civil Procedure. Any 26 Party’s introduction or other use of Protected Material in a deposition shall not be 27 deemed to waive the continued designation and treatment of such Protected Material 28 as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL,” or “PROTECTED DATA.” 1 c. For information produced in some form other than 2 documentary and for any other tangible items, that the Producing 3 Party affix in a prominent place on the exterior of the container or 4 containers in which the information or item is stored, as applicable, 5 the legend “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL,” or 6 “PROTECTED DATA,” as appropriate.

If only a portion or 7 portions of the information warrants protection, the Producing 8 Party, to the extent practicable, shall identify the protected 9 portion(s). 10 C. Redaction of “PROTECTED DATA” 11 1. Any Party may redact “PROTECTED DATA” that it claims, in 12 good faith, requires protections under the terms of this Stipulated 13 Protective Order and which is irrelevant to this Action.

Redactions 14 of “PROTECTED DATA” will include the reason for the redaction 15 and the redacting party shall prepare and maintain a log that 16 identifies: (a) the Bates number(s) of the redacted documents; (b) 17 the category of “PROTECTED DATA” that has been redacted 18 (e.g., social security numbers, credit card numbers, etc.); and (c) a 19 general description of the individual or entity to whom the redacted 20 “PROTECTED DATA” relates, if known, for example, whether 21 the redacted information relates to a Party, a customer or potential 22 customer of a Party, a current or former employee, officer, or 23 director of a Party, a commercial supplier to a Party, or a 24 governmental agency.

The Producing Party shall reasonably 25 respond to reasonable requests for further specificity concerning 26 redactions in good faith. Where “PROTECTED DATA” is not 27 redacted because it is relevant to this Action, the document or 28 information containing the “PROTECTED DATA” shall be 1 designated as “PROTECTED DATA.” Such “PROTECTED 2 DATA,” while unredacted, shall otherwise receive the same 3 protections and treatment afforded to other “PROTECTED 4 DATA” under this Stipulated Protective Order.

5 D. Inadvertent Failures to Designate 6 1. If timely corrected, an inadvertent failure to designate qualified 7 information or items as “CONFIDENTIAL,” “HIGHLY 8 CONFIDENTIAL,” or “PROTECTED DATA” does not, standing 9 alone, waive the Designating Party’s right to secure protection 10 under this Stipulated Protective Order for such material. Upon 11 timely correction of a designation, the Receiving Party must make 12 reasonable good faith efforts to assure that the material is treated 13 in accordance with the provisions of this Stipulated Protective 14 Order.

If the Producing Party amends the designation of 15 information or items pursuant to this section, the Producing Party 16 must provide a replacement production with the corrected 17 designation and load file within twenty-one (21) days of the 18 amendment of the designation. 19 2.

The Receiving Party shall also exercise good faith efforts to ensure 20 that copies made of the material by the Receiving Party, and copies 21 made by others who obtained the material directly or indirectly 22 from the Receiving Party, include the appropriate confidentiality 23 legend, to the same extent that the material has been marked with 24 the appropriate confidentiality legend by the Designating Party.

25 VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS 26 A. Timing of Challenges 27 1. Any Party or Non-Party may challenge a designation of 28 confidentiality at any time that is

consistent with the Court's 1 Scheduling Order. 2 B. Meet and Confer 3 1.

The Challenging Party shall initiate the dispute resolution process 4 under Local Civil Rule 37-1 et seq. 5 C. Judicial Intervention 6 1. Any challenge submitted to the Court shall be via a joint stipulation 7 pursuant to Local Civil Rule 37-2.

The burden of persuasion in 8 any such challenge proceeding shall be on the Designating Party. 9 Frivolous challenges, and those made for an improper purpose 10 (e.g., to harass or impose unnecessary expenses and burdens on 11 other Parties) may expose the Challenging Party to sanctions. 12 Unless the Designating Party has waived or withdrawn the 13 confidentiality designation, all Parties shall continue to afford the 14 material in question the level of protection to which it is entitled 15 under the Designating Party's designation until the Court rules on 16 the challenge.

17 VIII. ACCESS TO AND USE OF PROTECTED MATERIAL 18 A. Basic Principles 19 1. A Receiving Party may use Protected Material that is disclosed or 20 produced by another Party or by a Non-Party in connection with 21 this Action only for prosecuting, defending, or attempting to settle 22 this Action. Such Protected Material may be disclosed only to the 23 categories of persons and under the conditions described in this 24 Stipulated Protective Order.

When this Action has been 25 terminated, a Receiving Party must comply with the provisions of 26 Section XIV (FINAL DISPOSITION) below. 27 2. Protected Material must be stored and maintained by a Receiving 28 Party at a location and in a secure manner that ensures that access 1 is limited to the persons authorized under this Stipulated Protective 2 Order. 3 B. Disclosure of "CONFIDENTIAL" Information or Items 4 1.

Unless otherwise ordered by the Court or permitted in writing by 5 the Designating Party, a Receiving Party may disclose information 6 or items designated "CONFIDENTIAL" only to: 7 a. the Receiving Party's Outside Counsel of Record in this 8 Action, as well as employees of said Outside Counsel of Record to 9 whom it is reasonably necessary to disclose the information for this 10 Action; 11 b. the officers, directors, and employees (including House 12 Counsel) of the Receiving Party to whom disclosure is reasonably 13 necessary for this Action; 14 c. Experts (as defined in Section III(G)) of the Receiving Party 15 to whom disclosure is reasonably necessary for this Action and 16 who have signed the "Acknowledgment and Agreement to Be 17 Bound" (Exhibit A); 18 d. the Court and its personnel; 19 e. court reporters and their staff; 20 f. professional jury or trial consultants, mock jurors, and 21 Professional Vendors to whom disclosure is reasonably necessary 22 for this Action and who have signed the "Acknowledgment and 23 Agreement to Be Bound" (Exhibit A); 24 g. any person who (1) authored, is listed as a recipient of, or is 25 mentioned, discussed, or referred to in the material; (2) is or was a 26 custodian of the material; (3) is an employee of the Producing 27 Party; or (4) was an employee of the Producing Party and who has 28 signed the "Acknowledgment and Agreement to Be Bound" 1

(Exhibit A); 2 h. during their depositions, witnesses, and attorneys for 3 witnesses, in this Action to whom disclosure is reasonably 4 necessary provided that: (1) the deposing Party requests that the 5 witness sign the form attached as Exhibit A hereto; and (2) the 6 witness will not be permitted to keep any “CONFIDENTIAL” 7 Information or Items, unless otherwise agreed by the Designating 8 Party or ordered by the Court.

Pages of transcribed deposition 9 testimony or exhibits to depositions that reveal Protected Material 10 may be separately bound by the court reporter and may not be 11 disclosed to anyone except as permitted under this Stipulated 12 Protective Order; 13 i. mediators or settlement officers, and their supporting 14 personnel, mutually agreed upon by any Parties engaged in 15 discussions concerning settlement of all or part of this Action; and 16 j. any other person that the Designating Party agrees in 17 writing, or that the Court orders, may receive the 18 “CONFIDENTIAL” information or items.

19 C. Disclosure of “HIGHLY CONFIDENTIAL” Information or Items 20 1. Unless otherwise ordered by the Court or permitted in writing by 21 the Designating Party, a Receiving Party may disclose information 22 or items designated “HIGHLY CONFIDENTIAL” only to: 23 a. the Receiving Party’s Outside Counsel of Record, as well as 24 employees of said Outside Counsel of Record to whom it is 25 reasonably necessary to disclose the information for this Action; 26 b. Experts (as defined in Section III(G)) of the Receiving Party 27 to whom disclosure is reasonably necessary for this Action and 28 who have signed the “Acknowledgment and Agreement to Be 1 Bound” (Exhibit A); 2 c. the Court and its personnel; 3 d. court reporters and their staff to whom disclosure is 4 reasonably necessary for this Action and who have signed the 5 “Acknowledgment and Agreement to Be Bound” (Exhibit A); 6 e. professional jury or trial consultants or mock jurors who (1) 7 are not a past or current employee of a Party or of a Party’s 8 competitor, and (2) at the time of retention, are not anticipated to 9 become an employee of a Party or of a Party’s competitor, and 10 Professional Vendors to whom disclosure is reasonably necessary 11 for this Action and who have signed the “Acknowledgment and 12 Agreement to Be Bound” (Exhibit A); 13 f. any person who (1) authored, is listed as a recipient of, or is 14 mentioned, discussed, or referred to in the material; (2) is or was a 15 custodian of the material; (3) is an employee of the Producing 16 Party; or (4) was an employee of the Producing Party at the time 17 the document was created and who has signed the 18 “Acknowledgement and Agreement to Be Bound” (Exhibit A); 19 g. during their depositions, witnesses and attorneys for 20 witnesses in this Action to whom disclosure is reasonably 21 necessary provided that: (1) the witness and his or her attorney has 22 signed the “Acknowledgment and Agreement to Be Bound” 23 (Exhibit A); and (2) the witness will not be permitted to keep any 24 “HIGHLY CONFIDENTIAL” Information or Items, unless 25 otherwise agreed by the Designating Party or ordered by the Court.

26 Pages of transcribed deposition testimony or exhibits to 27 depositions that reveal Protected Material may be separately bound 28 by the court reporter and may not be disclosed to anyone except as 1 permitted under this Stipulated Protective Order; 2 h. mediators or settlement officers, and their supporting 3 personnel, mutually agreed upon by any Parties engaged in 4 discussions concerning settlement of all or part of this Action; and 5 i. any other person that the Designating Party agrees in 6 writing, or that the Court orders, may receive the “HIGHLY 7 CONFIDENTIAL” Information.

8 D. Disclosure of “PROTECTED DATA.” 9 1. To the extent permitted by applicable law, and unless otherwise 10 ordered by the Court, a Receiving Party may disclose any 11 information or item designated as “PROTECTED DATA” only to: 12 a. the Receiving Party’s Outside Counsel of Record; 13 b. employees of the Receiving Party’s Outside Counsel of 14 Record to whom it is reasonably necessary to disclose the 15 information for this Action; 16 c. Experts (as defined in Section III(G)) of the Receiving Party 17 to whom disclosure is reasonably necessary for this Action and 18 who have signed the “Acknowledgment and Agreement to Be 19 Bound” (Exhibit A); 20 d. the Court and its personnel; 21 e. court reporters and their staff to whom disclosure is 22 reasonably necessary for this Action and who have signed the 23 “Acknowledgment and Agreement to Be Bound” (Exhibit A); 24 f. professional jury or trial consultants, mock jurors, and 25 Professional Vendors to whom disclosure is reasonably necessary 26 for this Action and who have signed the “Acknowledgment and 27 Agreement to Be Bound” (Exhibit A); 28 g. any person who (1) authored, is listed as a recipient of, or is 1 mentioned, discussed, or referred to in the material; (2) is or was a 2 custodian of the material; (3) is an employee of the Producing 3 Party; or (4) was an employee of the Producing Party and who has 4 signed the “Acknowledgment and Agreement to Be Bound” 5 (Exhibit A); 6 h. mediators or settlement officers, and their supporting 7 personnel, mutually agreed upon by any Parties engaged in 8 discussions concerning settlement of all or part of this Action; 9 i. during their depositions, witnesses and attorneys for 10 witnesses in this Action to whom disclosure is reasonably 11 necessary; provided that: (1) the witness and his or her attorney has 12 signed the “Acknowledgment and Agreement to Be Bound” 13 (Exhibit A); and (2) the witness will not be permitted to keep any 14 information or items designated as “PROTECTED DATA,” unless 15 otherwise agreed by the Designating Party or ordered by the Court.

16 Pages of transcribed deposition testimony or exhibits to 17 depositions that reveal Protected Material may be separately bound 18 by the court reporter and may not be disclosed to anyone except as 19 permitted under this Stipulated Protective Order; and 20 j. any other person that the Designating Party agrees in 21 writing, or that the Court orders, may receive the “PROTECTED 22 DATA.” 23 IX.

PROTECTED MATERIAL SUBPOENAED OR ORDERED 24 PRODUCED IN OTHER LITIGATION 25 A. If a Party is served with a subpoena or a court order issued in other 26 litigation that compels disclosure of any Protected Material, that Party must: 27 1. promptly notify in writing the Designating Party. Such notification 28 shall include a copy of the subpoena or court order; 1 2. promptly notify in writing the party who caused the subpoena or 2 order to issue in the other litigation that some or all of the material 3 covered by the subpoena or order is subject to this Stipulated 4 Protective Order.

Such notification shall include a copy of this 5 Stipulated Protective Order; and 6 3. cooperate with respect to all reasonable procedures sought to be 7 pursued by the Designating Party whose Protected Material may 8 be affected. 9 B. If the Designating Party timely seeks a protective order, the Party served 10 with the subpoena or court order shall not produce any Protected Material before 11 a determination by the court from which the subpoena or order issued, unless 12 the Party has obtained the Designating Party's permission.

The Designating 13 Party shall bear the burden and expense of seeking protection in the court from 14 which the subpoena or order issued of its confidential material. Nothing herein 15 should be construed as authorizing or encouraging a Receiving Party to disobey 16 a lawful directive from another court. 17 X. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE 18 PRODUCED IN THIS ACTION 19 A. The terms of this Stipulated Protective Order are applicable to 20 information or items produced by a Non-Party and designated as 21 "CONFIDENTIAL," "HIGHLY CONFIDENTIAL," or "PROTECTED 22 DATA." Such information or items produced by Non-Parties in connection 23 with this Action is protected by the remedies and relief provided by this 24 Stipulated Protective Order.

However, nothing herein should be construed as 25 prohibiting a Non-Party from seeking additional protections. 26 B. In the event that a Party is required, by a valid discovery request, to 27 produce a Non-Party's Protected Material, and the Party is subject to an 28 agreement with the Non-Party not to produce the Non-Party's Protected 1 Material, then the Party shall: 2 1. promptly notify the Requesting Party and the Non-Party in writing 3 that some or all of the information requested is subject to a 4 confidentiality agreement with a Non-Party; 5 2. promptly provide the Non-Party with a copy of this Stipulated 6 Protective Order, the relevant discovery request(s), and a 7 reasonably specific description of the information requested; and 8 3. make the information requested available for inspection by the 9 Non-Party, if requested.

10 C. If the Non-Party fails to object or seek a protective order from this Court 11 within fourteen (14) days of receiving the notice and accompanying 12 information, the Receiving Party may produce the Non-Party's Protected 13 Material responsive to the discovery request. If the Non-Party timely seeks a 14 protective order, the Receiving Party shall not produce any Protected

Material 15 in its possession or control that is subject to the confidentiality agreement with 16 the Non-Party before a determination by the Court.

Absent a court order to the 17 contrary, the Non-Party shall bear the burden and expense of seeking protection 18 in this Court of its Protected Material. 19 XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL 20 A. If a Receiving Party learns that, by inadvertence or otherwise, it has 21 disclosed Protected Material to any person or in any circumstance not 22 authorized under this Stipulated Protective Order, the Receiving Party must 23 immediately (1) notify in writing the Designating Party of the unauthorized 24 disclosure, (2) use its best efforts to retrieve all unauthorized copies of the 25 Protected Material, (3) inform the person or persons to whom unauthorized 26 disclosure was made of all of the terms of this Stipulated Protective Order, and 27 (4) request such person or persons to execute the “Acknowledgment and 28 Agreement to Be Bound” that is attached hereto as Exhibit A. 1 XII.

INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 2 PROTECTED MATERIAL 3 A. When a Producing Party gives notice to Receiving Parties that certain 4 inadvertently produced material is subject to a claim of privilege or other 5 protection, the obligations of the Receiving Parties are those set forth in Federal 6 Rule of Civil Procedure 26(b) (5)(B). This provision is not intended to modify 7 whatever procedure may be established in an e-discovery order that provides for 8 production without prior privilege review.

Pursuant to Federal Rule of 9 Evidence 502(d) and (e), insofar as the Parties reach an agreement on the effect 10 of disclosure of a communication or information covered by the attorney-client 11 privilege or work product protection, the Parties may incorporate their 12 agreement in the Stipulated Protective Order submitted to the Court. 13 XIII. MISCELLANEOUS 14 A. Right to Further Relief 15 1.

Nothing in this Stipulated Protective Order abridges the right of 16 any person to seek its modification by the Court in the future. 17 B. Right to Assert Other Objections 18 1. By stipulating to the entry of this Stipulated Protective Order, no 19 Party waives any right it otherwise would have to object to 20 disclosing or producing any information or item on any ground not 21 addressed in this Stipulated Protective Order.

Similarly, no Party 22 waives any right to object on any ground to use in evidence any of 23 the material covered by this Stipulated Protective Order. 24 C. Filing Protected Material 25 1. A Party that seeks to file under seal any Protected Material must 26 comply with Local Civil Rule 79-5. Protected Material may only 27 be filed under seal pursuant to a court order authorizing the sealing 28 of the specific Protected Material.

If a Party’s request to file 1 Protected Material under seal is denied by the Court, then the 2 Receiving Party may file the information in the public record 3 unless otherwise instructed by the

Court. 4 XIV. FINAL DISPOSITION 5 A. Upon final disposition of this Action, including any and all appeals, 6 counsel for each Party shall, upon request of the Producing Party, return to the 7 Producing Party all Protected Material, including any copies, excerpts, and 8 summaries thereof, or shall destroy the same at the option of the Receiving 9 Party, and shall purge all such information from all machine-readable media on 10 which the Protected Material resides.

Whether the Protected Material is 11 returned or destroyed, the Receiving Party must submit a written certification to 12 the Producing Party (and, if not the same person or entity, to the Designating 13 Party) within thirty (30) days of the request, that (1) identifies (by category, 14 where appropriate) all the Protected Material that was returned or destroyed, 15 and (2) affirms that the Receiving Party has not retained any copies, abstracts, 16 compilations, summaries or any other format reproducing or capturing any of 17 the Protected Material.

Notwithstanding this provision, Counsel are entitled to 18 retain an archival copy of all pleadings, motion papers, trial, deposition, and 19 hearing transcripts, legal memoranda, correspondence, deposition and trial 20 exhibits, expert reports, attorney work product, and consultant and expert work 21 product, even if such materials contain Protected Material.

Any such archival 22 copies that contain or constitute Protected Material remain subject to this 23 Stipulated Protective Order as set forth in Section IV (SCOPE). 24 XV. VIOLATIONS 25 A. Any violation of this Stipulated Protective Order may be punished by any 26 and all appropriate measures, including, without limitation, contempt 27 proceedings and/or monetary sanctions.

28 1 XVI. PROTECTIVE ORDER REMAINS IN FORCE 2 A. This Stipulated Protective Order shall remain in force and effect until 3 modified, superseded, or terminated by consent of the Parties or by order of the 4 Court made upon reasonable written notice. Unless otherwise ordered or agreed 5 upon by the Parties, this Stipulated Protective Order shall survive the 6 termination of this Action.

The Court retains jurisdiction even after termination 7 of this Action to enforce this Stipulated Protective Order and to make such 8 amendments, modifications, deletions, and additions to this Stipulated 9 Protective Order as the Court may from time to time deem appropriate. 10 11 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD. 12 13 Dated: June 13, 2025 McCUNE LAW GROUP, APC 14 /s/ Jordan I. Wispell David C. Wright 15 Richards D. McCune Steven A. Haskins 16 Jordan I. Wispell Attorneys for Plaintiffs and the Putative Class 17 18 Dated: June 13, 2025 SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP 19 /s/ Michael C. Minahan 20 Lance A. Etcheverry Caroline Van Ness 21 Michael C. Minahan Jessica St. Pierre 22 Attorneys for Defendants Hyundai Motor Company and 23 Hyundai Motor America 24 ATTESTATION 25 26 Pursuant to Local Rule 5-4.3.4(a)(2)(i), the filer attests that all other signatories listed, 27 and on whose behalf the filing is submitted, concur in the filing's content and have 28 authorized the filing.

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED. 2 3 Dated: 06/17/1015 /s/ Autumn D. Spaeth HONORABLE AUTUMN D. SPAETH 4 United States Magistrate Judge 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 1 EXHIBIT A ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND 2 3 I, [print or type full name], of 4 [print or type full address], declare under penalty of perjury that I have 5 read in its entirety and understand the Stipulated Protective Order that was issued by 6 the United States District Court for the Central District of California on [DATE] in 7 the case of Sedigheh Battle, et al. v. Hyundai Motor Company, et al., No. 8:23-cv- 8 02035-JWH-ADS (C.D.

Cal. filed Oct. 31, 2023) (the “Action”). I agree to comply 9 with and to be bound by all the terms of this Stipulated Protective Order and I 10 understand and acknowledge that failure to so comply could expose me to sanctions 11 and punishment in the nature of contempt. I solemnly promise that I will not 12 disclose in any manner any information or item that is subject to this Stipulated 13 Protective Order to any person or entity except in strict compliance with the 14 provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court 16 for the Central District of California for the purpose of enforcing the terms of this 17 Stipulated Protective Order, even if such enforcement proceedings occur after 18 termination of this Action. I hereby appoint [print or type 19 full name] of [print or type full address and 20 telephone number] as my California agent for service of process in connection with 21 this Action or any proceedings related to enforcement of this Stipulated Protective 22 Order.

23 Date: 24 City and State where sworn and signed: 25 Printed Name: 26 Signature: 27 28