

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

United Auto Credit Corporation v. Jessica Stewart; Julian Hicks;
Veros Credit LLC; and Does 1-25

No. 8:25-cv-65 RGK (ADSx) (C.D. Cal. Aug. 29, 2025) · No. 8:25-cv-65 RGK (ADSx) · Decided August 29,
2025

SUMMARY

This document is a stipulated protective order entered in United Auto Credit Corporation v. Jessica Stewart et al., a federal civil action in the Central District of California. It governs the designation, disclosure, use, challenge, filing, and disposition of confidential and highly confidential discovery materials.

CASE DETAILS

COURT	United States District Court for the Central District of California
WRITING FOR THE COURT	Autumn D. Spaeth
DECIDED	August 29, 2025
DOCKET	8:25-cv-65 RGK (ADSx)
DISPOSITION	other
PROCEDURAL POSTURE	The parties stipulated to entry of a protective order governing confidential discovery material, and the magistrate judge entered the order for good cause shown.
PRECEDENTIAL VALUE	nonprecedential

TOPICS

discovery dispute civil procedure commercial litigation commercial

PRACTICE AREAS

civil procedure commercial litigation consumer protection

QUESTIONS PRESENTED

- Whether good cause supported entry of a stipulated protective order governing confidential and highly confidential discovery material.

2. What restrictions and procedures should govern designation, disclosure, use, challenge, inadvertent production, sealing, and disposition of protected material.

HOLDINGS

1. Good cause supported entry of the parties' stipulated protective order to protect qualifying confidential and proprietary discovery material.
2. Material designated under the order may be used only for prosecuting, defending, or attempting to settle the action and may be disclosed only to authorized recipients under the specified conditions.
3. The protective order does not itself authorize filing protected material under seal; a party seeking sealing must comply with Civil Local Rule 79-5 and obtain a court order authorizing sealing of the specific material.
4. A party or nonparty may challenge a confidentiality designation, but the designating party bears the burden of persuasion and the material remains protected under the designation until the court rules on the challenge.
5. Inadvertent production of privileged or work-product-protected material does not waive the privilege or protection in this action or any other federal or state proceeding, subject to the procedures governing asserted privilege.

KEY QUOTATIONS

“Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue.” (§ XIII.C)

“A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action.” (§ VIII.A.1)

FACTUAL BACKGROUND

The litigation was expected to involve discovery of alleged trade secrets, customer and pricing lists, and confidential commercial, financial, technical, research, and development information. The parties represented that special protection was needed to prevent public disclosure and use of such information for purposes unrelated to prosecuting, defending, or settling the action. The court found good cause to enter the stipulated protective order.

PROCEDURAL HISTORY

The action was pending in the Central District of California and involved alleged trade-secret and other proprietary information. The parties submitted a stipulated protective order addressing designation, disclosure, use, challenges, inadvertent production, filing under seal, and treatment of protected material after final disposition. Magistrate Judge Autumn D. Spaeth ordered the stipulated protective order on August 29, 2025.

DISPOSITION

other

CASES CITED

- Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006)

OPINION

1 2 3 4 5 6 7 8 UNITED STATES DISTRICT COURT 9 CENTRAL DISTRICT OF
CALIFORNIA 10 Case No. 8:25-cv-65 RGK (ADSx) 11 UNITED AUTO CREDIT
CORPORATION, 12 Plaintiff, STIPULATED PROTECTIVE 13 ORDER v. 14 JESSICA
STEWART; JULIAN HICKS; [Discovery Document: Referred to VEROS CREDIT LLC; and
DOES 1-25 Magistrate Judge Autumn D. Spaeth] 15 Defendants. 16 17 I. PURPOSES AND
LIMITATIONS 18 A. Discovery in this action is likely to involve production of confidential, 19
proprietary, or private information for which special protection from public 20 disclosure and from
use for any purpose other than prosecuting this litigation may 21 be warranted.

Accordingly, the parties hereby stipulate to and petition the Court 22 to enter the following
Stipulated Protective Order (the “Order”). The parties 23 acknowledge that this Order does not
confer blanket protections on all disclosures 24 or responses to discovery and that the protection it
affords from public disclosure 1 and use extends only to the limited information or items that are
entitled to 2 confidential treatment under the applicable legal principles.

The parties further 3 acknowledge, as set forth in Section XIII(C), below, that this Stipulated
Protective 4 Order does not entitle them to file confidential information under seal; Civil Local 5
Rule 79-5 sets forth the procedures that must be followed and the standards that 6 will be applied
when a party seeks permission from the Court to file material 7 under seal.

8 II. GOOD CAUSE STATEMENT 9 A. This action involves alleged trade secrets, customer and
pricing lists and 10 other allegedly valuable research, development, commercial, financial,
technical 11 and/or proprietary information for which special protection from public 12 disclosure
and from use for any purpose other than prosecution of this action is 13 warranted.

According to the allegations, such confidential and proprietary 14 materials and information
consist of, among other things, confidential business 15 or financial information, information
regarding confidential business practices, 16 or other confidential research, development, or
commercial information 17 (including information implicating privacy rights of third parties),
information 18 otherwise generally unavailable to the public, or which may be privileged or 19
otherwise protected from disclosure under state or federal statutes, court rules, 20 case decisions,
or common law.

Accordingly, to expedite the flow of information, 21 to facilitate the prompt resolution of disputes over confidentiality of discovery 22 materials, to adequately protect information the parties are entitled to keep 23 confidential, to ensure that the parties are permitted reasonable necessary uses of 24 such material in preparation for and in the conduct of trial, to address their 1 handling at the end of the litigation, and serve the ends of justice, a protective 2 order for such information is justified in this matter.

It is the intent of the parties 3 that information will not be designated as confidential for tactical reasons and 4 that nothing be so designated without a good-faith belief that it has been 5 maintained in a confidential, non-public manner, and there is good cause why it 6 should not be part of the public record of this case. 7 III. DEFINITIONS 8 A. Action: This pending federal lawsuit entitled United Auto Credit 9 Corporation v. Stewart et al., Case No. 8:25-cv-65-RGK-ADS.

10 B. Challenging Party: A Party or Non-Party that challenges the designation 11 of information or items under this Order. 12 C. "CONFIDENTIAL" Information or Items: Information (regardless of how 13 it is generated, stored or maintained) or tangible things that qualify for protection 14 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good 15 Cause Statement.

16 D. Counsel: Outside Counsel of Record and House Counsel (as well as their 17 support staff). 18 E. Designating Party: A Party or Non-Party that designates information or 19 items that it produces in disclosures or in responses to discovery as 20 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." 21 F. Disclosure or Discovery Material: All items or information, regardless of 22 the medium or manner in which it is generated, stored, or maintained (including, 23 among other things, testimony, transcripts, and tangible things), that are 24 produced or generated in disclosures or responses to discovery in this matter.

1 G. Expert: A person with specialized knowledge or experience in a matter 2 pertinent to the litigation who has been retained by a Party or its counsel to serve 3 as an expert witness or as a consultant in this Action. 4 H. "Highly Confidential – Attorneys' Eyes Only," "Highly Confidential – 5 Attorneys' Eyes Only Information," and "Highly Confidential – Attorneys' Eyes 6 Only Items": Extremely sensitive CONFIDENTIAL Information and/or 7 CONFIDENTIAL Items whose disclosure to House Counsel of another Party or a 8 Nonparty would create a substantial risk of serious injury.

9 I. House Counsel: Attorneys who are employees of a party to this Action. 10 House Counsel does not include Outside Counsel of Record or any other outside 11 counsel. 12 J. Non-Party: Any natural person, partnership, corporation, association, or 13 other legal entity not named as a Party to this action. 14 K. Outside Counsel of Record: Attorneys who are not employees of a party to 15 this Action but are retained to represent or advise a party to this Action and have 16 appeared in

this Action on behalf of that party or are affiliated with a law firm 17 which has appeared on behalf of that party, and includes support staff.

18 L. Party: Any party to this Action, including all of its officers, directors, 19 employees, consultants, retained experts, and Outside Counsel of Record (and 20 their support staffs). 21 M. Producing Party: A Party or Non-Party that produces Disclosure or 22 Discovery Material in this Action. 23 N. Professional Vendors: Persons or entities that provide litigation support 24 services (e.g., photocopying, videotaping, translating, preparing exhibits or 1 demonstrations, and organizing, storing, or retrieving data in any form or 2 medium) and their employees and subcontractors.

3 O. Protected Material: Any Disclosure or Discovery Material that is 4 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ 5 EYES ONLY.” 6 P. Receiving Party: A Party that receives Disclosure or Discovery Material 7 from a Producing Party. 8 IV. SCOPE 9 A. The protections conferred by this Stipulation and Order cover not only 10 Protected Material (as defined above), but also (1) any information copied or 11 extracted from Protected Material; (2) all copies, excerpts, summaries, or 12 compilations of Protected Material; and (3) any testimony, conversations, or 13 presentations by Parties or their Counsel that might reveal Protected Material.

14 B. Any use of Protected Material at trial shall be governed by the orders of 15 the trial judge. This Order does not govern the use of Protected Material at trial. 16 V. DURATION 17 A. If and when this case proceeds to trial, all of the information that was 18 designated as confidential or maintained pursuant to this Protective Order 19 becomes public and will be presumptively available to all members of the public, 20 including the press, unless compelling reasons supported by specific factual 21 findings to proceed otherwise are made to the trial judge in advance of the trial.

22 See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 23 2006) (distinguishing “good cause” showing for sealing documents produced in 24 discovery from “compelling reasons” standard when merits-related documents 1 are part of court record).

Accordingly, the terms of this Protective Order do not 2 extend beyond the commencement of the trial. 3 B. If this case reaches final disposition without commencing trial, then even 4 after final disposition of this litigation, the confidentiality obligations imposed by 5 this Order shall remain in effect until a Designating Party agrees otherwise in 6 writing or a court order otherwise directs.

Final disposition shall be deemed to be 7 the later of (1) dismissal of all claims and defenses in this Action, with or without 8 prejudice; and (2) final judgment herein after the completion and exhaustion of 9 all appeals, rehearings, remands, trials, or reviews of this Action, including the 10

time limits for filing any motions or applications for extension of time pursuant 11 to applicable law.

12 VI. DESIGNATING PROTECTED MATERIAL 13 A. Exercise of Restraint and Care in Designating Material for Protection 14 1. Each Party or Non-Party that designates information or items for 15 protection under this Order must take care to limit any such designation to 16 specific material that qualifies under the appropriate standards.

The 17 Designating Party must designate for protection only those parts of 18 material, documents, items, or oral or written communications that qualify 19 so that other portions of the material, documents, items, or 20 communications for which protection is not warranted are not swept 21 unjustifiably within the ambit of this Order. 22 2. Mass, indiscriminate, or routinized designations are prohibited.

23 Designations that are shown to be clearly unjustified or that have been 24 made for an improper purpose (e.g., to unnecessarily encumber the case 1 development process or to impose unnecessary expenses and burdens on 2 other parties) may expose the Designating Party to sanctions. 3 3. If it comes to a Designating Party's attention that information or 4 items that it designated for protection do not qualify for protection, that 5 Designating Party must promptly notify all other Parties that it is 6 withdrawing the inapplicable designation.

7 B. Manner and Timing of Designations 8 1. Except as otherwise provided in this Order (see, e.g., Section B(2)(b) 9 below), or as otherwise stipulated or ordered, Disclosure or Discovery 10 Material that qualifies for protection under this Order must be clearly so 11 designated before the material is disclosed or produced. 12 2. Designation in conformity with this Order requires the following: 13 a. For information in documentary form (e.g., paper or 14 electronic documents, but excluding transcripts of depositions or 15 other pretrial or trial proceedings), that the Producing Party affix at 16 a minimum, the legend "CONFIDENTIAL" (hereinafter 17 "CONFIDENTIAL legend") or the legend "HIGHLY 18 CONFIDENTIAL – ATTORNEYS' EYES ONLY" (hereinafter 19 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY legend"), 20 to each page that it seeks to designate as Protected Material.

If only 21 a portion or portions of the material on a page qualifies for 22 protection, the Producing Party also must clearly identify the 23 protected portion(s) (e.g., by making appropriate markings in the 24 margins). 1 b. A Party or Non-Party that makes original documents 2 available for inspection need not designate them for protection until 3 after the inspecting Party has indicated which documents it would 4 like copied and produced.

During the inspection and before the 5 designation, all of the material made available for inspection shall 6 be deemed "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES 7 ONLY." After the inspecting Party has identified the documents it 8 wants copied and produced, the

Producing Party must determine 9 which documents, or portions thereof, qualify for protection under 10 this Order.

Then, before producing the specified documents, the 11 Producing Party must affix the CONFIDENTIAL legend or HIGHLY 12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY legend to each page 13 it seeks to designate as Protected Material. If only a portion or 14 portions of the material on a page qualifies for protection, the 15 Producing Party also must clearly identify the protected portion(s) 16 (e.g., by making appropriate markings in the margins).

17 c. For testimony given in depositions, that the Designating 18 Party either (1) identify the Disclosure or Discovery Material on the 19 record, before the close of the deposition, or (2), within 2 business 20 days of receiving a rush transcript, provide a marked-up copy of the 21 transcript to all Parties with confidentiality designations in 22 accordance with subparagraph a above; if the Designating Party 23 orders a rush transcript at the deposition, then until such 24 1 2-business-day period has elapsed, the transcript shall be treated as 2 Highly Confidential – Attorneys’ Eyes Only Information.

3 d. For information produced in form other than document and 4 for any other tangible items, that the Producing Party affix in a 5 prominent place on the exterior of the container or containers in 6 which the information is stored the legend “CONFIDENTIAL” or the 7 legend “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” 8 If only a portion or portions of the information warrants protection, 9 the Producing Party, to the extent practicable, shall identify the 10 protected portion(s).

11 C. Inadvertent Failure to Designate 12 1. If timely corrected, an inadvertent failure to designate qualified 13 information or items does not, standing alone, waive the Designating 14 Party’s right to secure protection under this Order for such material. Upon 15 timely correction of a designation, the Receiving Party must make 16 reasonable efforts to assure that the material is treated in accordance with 17 the provisions of this Order.

18 VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS 19 A. Timing of Challenges 20 1. Any party or Non-Party may challenge a designation of 21 confidentiality at any time that is consistent with the Court’s Scheduling 22 Order. 23 B. Meet and Confer 24 1 1.

The Challenging Party shall initiate the dispute resolution process 2 under Local Rule 37-1 et seq.

3 C. The burden of persuasion in any such challenge proceeding shall be on the 4 Designating Party. Frivolous challenges, and those made for an improper purpose 5 (e.g., to harass or impose unnecessary expenses and burdens on other parties) 6 may expose the Challenging Party to sanctions.

Unless the Designating Party has 7 waived or withdrawn the confidentiality designation, all parties shall continue to 8 afford the material in question the level of protection to which it is entitled

under 9 the Producing Party's designation until the Court rules on the challenge. 10 VIII. ACCESS TO AND USE OF PROTECTED MATERIAL 11 A. Basic Principles 12 1.

A Receiving Party may use Protected Material that is disclosed or 13 produced by another Party or by a Non-Party in connection with this Action 14 only for prosecuting, defending, or attempting to settle this Action. Such 15 Protected Material may be disclosed only to the categories of persons and 16 under the conditions described in this Order. When the Action has 17 terminated, a Receiving Party must comply with the provisions of Section 18 XIV below to the extent they remain in effect.

19 2. Protected Material must be stored and maintained by a Receiving 20 Party at a location and in a secure manner that reasonably ensures that 21 access is limited to the persons authorized under this Order. 22 B. Disclosure of CONFIDENTIAL or Highly Confidential – Attorneys' Eyes 23 Only Information or Items 24 1 1. Unless otherwise ordered by the Court or permitted in writing by 2 the Designating Party, a Receiving Party may disclose any information or 3 item designated "CONFIDENTIAL" only to: 4 a. The Receiving Party's Outside Counsel of Record in this 5 Action, as well as employees of said Outside Counsel of Record to 6 whom it is reasonably necessary to disclose the information for this 7 Action; 8 b. The officers, directors, and employees (including House 9 Counsel) of the Receiving Party to whom disclosure is reasonably 10 necessary for this Action; 11 c. Experts (as defined in this Order) of the Receiving Party to 12 whom disclosure is reasonably necessary for this Action and who 13 have signed the "Acknowledgment and Agreement to Be Bound" 14 (Exhibit A), subject to the restrictions of Section VIII.C below; 15 d. The Court and its personnel; 16 e. Court reporters and their staff; 17 f. Professional jury or trial consultants, mock jurors, and 18 Professional Vendors to whom disclosure is reasonably necessary 19 for this Action and who have signed the "Acknowledgment and 20 Agreement to be Bound" attached as Exhibit A hereto; 21 g. The author or recipient of a document containing the 22 information or a custodian or other person who otherwise possessed 23 or knew the information; 24 1 h. During their depositions, witnesses, and attorneys for 2 witnesses, in the Action to whom disclosure is reasonably necessary 3 provided: (i) the deposing party requests that the witness sign the 4 "Acknowledgment and Agreement to Be Bound;" and (ii) they will 5 not be permitted to keep any confidential information unless they 6 sign the "Acknowledgment and Agreement to Be Bound," unless 7 otherwise agreed by the Designating Party or ordered by the Court.

8 Pages of transcribed deposition testimony or exhibits to depositions 9 that reveal Protected Material may be separately bound by the court 10 reporter and may not be disclosed to anyone except as permitted 11 under this Stipulated Protective Order; 12 i. Any mediator or settlement officer, and their supporting 13 personnel, mediating any alternative dispute resolution 14 proceedings in this Action; and 15 j. Anyone or in any manner as authorized by the Designating 16 Party in writing.

17 2. Unless otherwise ordered by the Court or permitted in writing by 18 the Designating Party, a Receiving Party may Disclose any information or 19 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” 20 only to the recipients identified in sections VIII.B.1.a and VIII.B.1.c 21 through VIII.B.1.j. 22 C. A Receiving Party shall refrain from disclosing any Protected Material to 23 an Expert until the following conditions are satisfied: 24 1 1.

The Receiving Party has notified the Designating Party in writing of 2 its intent to so disclose, including with the notice: (a) the signed copy of the 3 acknowledgment in Exhibit A, including the Expert’s full name; (b) the 4 Expert’s then-current CV or resume; (c) the name of any employer then 5 employing the Expert that the CV or resume does not identify as a current 6 employer; and (d) the name, number, filing date, and court for any 7 litigation in connection with which the Expert has offered expert 8 testimony, including through a declaration, report, or testimony at a 9 deposition or trial, during the preceding five years (except that if the Expert 10 believes any of the information part (d) calls for is subject to a 11 confidentiality obligation to a third party, then the Expert should provide 12 whatever information the Expert believes can be disclosed without 13 violating any confidentiality agreements, and the Party seeking to disclose 14 to the Expert shall make itself available to meet and confer with the 15 Designating Party regarding any such engagement).

16 2. Either (a) 10 calendar days have passed since the notice without 17 objection in writing by any Designating Party or (b) any such objection has 18 been resolved by the Court or in writing by the relevant Parties. Such 19 objections shall be resolved by the Court’s procedures for resolving 20 discovery disputes, and the Party opposing disclosure to the Expert shall 21 bear the burden of demonstrating the disclosure should not be permitted.

22 D. In every instance that this Order conditions disclosure on a signed 23 “Acknowledgment and Agreement to be Bound” or Exhibit A, the Receiving Party 24 must receive a copy of the signed acknowledgement before disclosing and must 1 preserve a copy of the signed acknowledgement through at least 90 days after final 2 disposition of this Action. 3 IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED 4 IN OTHER LITIGATION 5 A. If a Party is served with a subpoena or a court order issued in other 6 litigation that compels disclosure of any Protected Material, that Party must: 7 1.

Promptly notify in writing the Designating Party. Such notification 8 shall include a copy of the subpoena or court order; 9 2. Promptly notify in writing the party who caused the subpoena or 10 order to issue in the other litigation that some or all of the material covered 11 by the subpoena or order is subject to this Protective Order. Such 12 notification shall include a copy of this Stipulated Protective Order; and 13 3.

Cooperate with respect to all reasonable procedures sought to be 14 pursued by the Designating Party whose Protected Material may be 15 affected. 16 B. If the Designating Party timely seeks a

protective order, the Party served 17 with the subpoena or court order shall not produce any Protected Material before 18 a determination by the court from which the subpoena or order issued, unless the 19 Party has obtained the Designating Party's permission.

The Designating Party 20 shall bear the burden and expense of seeking protection in that court of its 21 confidential material, and nothing in these provisions should be construed as 22 authorizing or encouraging a Receiving Party in this Action to disobey a lawful 23 directive from another court. 24 1 X. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE 2 PRODUCED IN THIS LITIGATION 3 A. The terms of this Order are applicable to information produced by a Non- 4 Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY 5 CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced by 6 Non-Parties in connection with this litigation is protected by the remedies and 7 relief provided by this Order.

Nothing in these provisions should be construed as 8 prohibiting a Non-Party from seeking additional protections. 9 B. In the event that a Party is required, by a valid discovery request, to 10 produce a Non-Party's confidential information in its possession, and the Party is 11 subject to an agreement with the Non-Party not to produce the Non-Party's 12 confidential information, then the Party shall: 13 1.

Promptly notify in writing the Requesting Party and the Non-Party 14 that some or all of the information requested is subject to a confidentiality 15 agreement with a Non-Party; 16 2. Promptly provide the Non-Party with a copy of the Stipulated 17 Protective Order in this Action, the relevant discovery request(s), and a 18 reasonably specific description of the information requested; and 19 3.

Make the information requested available for inspection by the 20 Non-Party, if requested. 21 C. If the Non-Party fails to seek a protective order from this Court within 14 22 days of receiving the notice and accompanying information, the Receiving Party 23 may produce the Non-Party's confidential information responsive to the discovery 24 request. If the Non-Party timely seeks a protective order, the Receiving Party shall 1 not produce any information in its possession or control that is subject to the 2 confidentiality agreement with the Non-Party before a determination by the 3 Court.

Absent a court order to the contrary, the Non-Party shall bear the burden 4 and expense of seeking protection in this Court of its Protected Material. 5 XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL 6 A. If a Receiving Party learns that, by inadvertence or otherwise, it has 7 disclosed Protected Material to any person or in any circumstance not authorized 8 under this Stipulated Protective Order, the Receiving Party must immediately 9 (1) notify in writing the Designating Party of the unauthorized disclosures, (2) use 10 its best efforts to retrieve all unauthorized copies of the Protected Material, 11 (3) inform the person or persons to whom unauthorized disclosures were made of 12 all the terms of this Order, and (4) request such person

or persons to execute the 13 “Acknowledgment and Agreement to be Bound” that is attached hereto as Exhibit 14 A. 15 XII.

INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 16 PROTECTED MATERIAL 17 A. When a Producing Party gives notice to Receiving Parties that certain 18 inadvertently produced material is subject to a claim of privilege or other 19 protection, the obligations of the Receiving Parties are those set forth in Federal 20 Rule of Civil Procedure 26(b)(5)(B) as clarified below.

This provision is not 21 intended to modify whatever procedure may be established in an e-discovery 22 order that provides for production without prior privilege review. Pursuant to 23 Federal Rule of Evidence 502(d) and (e), the production of a privileged or work- 24 product-protected document is not a waiver of privilege or protection from 1 discovery in this case or in any other federal or state proceeding.

For example, the 2 mere production of privilege or work-product-protected documents in this case 3 as part of a mass production is not itself a waiver in this case or any other federal 4 or state proceeding. A Producing Party may assert privilege or protection over 5 produced documents at any time by notifying the Receiving Party in writing of the 6 assertion of privilege or protection.

If a member of the Receiving Party has already 7 reviewed the material before receiving a notice from the Producing Party that the 8 material is subject to a claim of privilege or other protection, nothing herein shall 9 prevent the person who viewed the material from preparing within 24 hours of 10 the notice a record for their own use containing the date, author, address, and 11 general topic of the inadvertently produced documents and such other 12 information as is reasonably necessary to identify the documents and describe 13 their nature in sufficient detail to allow the Court to assess the claim of privilege 14 in any submission to the Court seeking to compel production of the documents or 15 information.

Members of the Receiving Party who have not yet viewed the 16 material may not do so for the first time after such notice is received. A Receiving 17 Party may sequester the document or information in accordance with Federal 18 Rule of Civil Procedure 26(b)(5)(B) only if the Receiving Party intends to move to 19 compel production of the document or information, and any such sequestration 20 must be performed by a non-attorney staff member of the Receiving Party’s 21 Outside Counsel of Record.

22 XIII. MISCELLANEOUS 23 A. Right to Further Relief 24 1 1. Nothing in this Order abridges the right of any person to seek its 2 modification by the Court in the future. 3 B. Right to Assert Other Objections 4 1. By stipulating to the entry of this Protective Order, no Party waives 5 any right it otherwise would have to object to disclosing or producing any 6 information or item on any ground not addressed in this Stipulated 7 Protective Order.

Similarly, no Party waives any right to object on any 8 ground to use in evidence of any of the material covered by this Protective 9 Order. 10 C. Filing Protected Material 11 1. A Party that seeks to file under seal any Protected Material must comply with Civil 12 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court 13 order authorizing the sealing of the specific Protected Material at issue.

If a Party's 14 request to file Protected Material under seal is denied by the Court, then the Receiving 15 Party may file the information in the public record unless otherwise instructed by the 16 Court. 17 XIV. FINAL DISPOSITION 18 A. After the final disposition of this Action, as defined in Section V, within 19 sixty (60) days of a written request by the Designating Party, each Receiving Party 20 must return all of the Designating Party's Protected Material to the Producing 21 Party or destroy such material.

As used in this subdivision, "all Protected 22 Material" includes all copies, abstracts, compilations, summaries, and any other 23 format reproducing or capturing any of the Protected Material. Whether the 24 Protected Material is returned or destroyed, the Receiving Party must submit a 1 written certification to the Producing Party (and, if not the same person or entity, 2 to the Designating Party) by the 60 day deadline that (1) identifies (by category, 3 where appropriate) all the Protected Material that was returned or destroyed and 4 (2) affirms that the Receiving Party has not retained any copies, abstracts, 5 compilations, summaries or any other format reproducing or capturing any of the 6 Protected Material.

Notwithstanding this provision, Counsel are entitled to retain 7 archival copies of all filings, papers served (including discovery responses and 8 expert reports), transcripts (trial, deposition, and hearing), legal memoranda, 9 correspondence, deposition and trial exhibits, attorney work product, and 10 consultant and expert work product, even if such materials contain Protected 11 Material.

Any such archival copies that contain or constitute Protected Material 12 remain subject to this Protective Order as set forth in Section V. 13 B. Any violation of this Order may be punished by any and all appropriate 14 measures including, without limitation, contempt proceedings and/or monetary 15 sanctions. 16 17 18 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

19 Dated: August 27, 2025 /s/ David A. Garcia (with permission) 20 David A. Garcia Stephen A. Dolar 21 Attorneys for Plaintiff 22 Dated: August 27, 2025 /s/ Mark Lezama 23 Sheila Swaroop Mark Lezama 24 Attorneys for Defendants 1 2 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED. 3 4 Dated: 08/29/2025 /s/ Autumn D. Spaeth HONORABLE AUTUMN D. SPAETH 5 United States Magistrate Judge 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 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 5 have read in its entirety and understand the Stipulated Protective Order that was issued 6 by the United States

District Court for the Central District of California on [DATE] in the 7 case of United Auto Credit Corp. v. Stewart et al., No. 8:25-cv-65 RGK (ADSx).

I agree 8 to comply with and to be bound by all the terms of this Stipulated Protective Order and 9 I understand and acknowledge that failure to so comply could expose me to sanctions 10 and punishment in the nature of contempt. I solemnly promise that I will not disclose 11 in any manner any information or item that is subject to this Stipulated Protective Order 12 to any person or entity except in strict compliance with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for 14 the Central District of California for the purpose of enforcing the terms of this Stipulated 15 Protective Order, even if such enforcement proceedings occur after termination of this 16 action. 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 19 proceedings related to enforcement of this Stipulated Protective Order.

20 Date: 21 City and State where sworn and signed: 22 Printed Name: 23 Signature: 24