

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
CALIFORNIA

Mashid Wadea v. Mercedes-Benz USA, LLC

Wadea · No. 24-cv-1587-JLS-DDL · Decided January 13, 2026

OPINION

Wadea

PER CURIAM.

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8 UNITED STATES DISTRICT COURT

9 SOUTHERN DISTRICT OF CALIFORNIA

10 11 MASHID WADEEA, Individually and on Case No.: 24-cv-1587-JLS-DDL Behalf of All
Others Similarly Situated, 12

ORDER GRANTING PLAINTIFF’S

Plaintiff,

13 MOTION TO AMEND PROTECTIVE

v. ORDER 14

MERCEDES-BENZ USA, LLC, a

15 [Dkt. No. 165] Delaware Corporation, 16 Defendant. 17 18 19 The Protective Order negotiated
by the parties includes a provision authorizing them 20 to redact information produced in
discovery “that is objectively irrelevant to this Action.” 21 The issue is whether the Protective
Order should be amended to remove this provision. 22 I.

23 BACKGROUND

24 A. Plaintiff’s Amended Complaint 25 Plaintiff brings this putative class action against
Defendant Mercedes-Benz USA, 26 LLC (and two defendants that have not yet appeared in the
case) on behalf of persons who 27 purchased Mercedes-Benz S-Class vehicles of model years
2021 through 2024 (the “Class 28 Vehicles”) in California. Dkt. No. 140 ¶ 1 (Amended
Complaint). The Class Vehicles 1 allegedly have “materially defective wheels and tires,” i.e., the
“Wheel Configuration 2 Defect,” (id.), which causes premature tire failure and frequent tire
blowouts. Id. ¶¶ 27, 46- 3 55. Plaintiff asserts that Defendant had knowledge of this defect and
failed to take 4 corrective action. Id. ¶¶ 6, 74-80. 5 Plaintiff brings claims for: (1) violations of
California’s Song-Beverly Consumer 6 Warranty Act; (2) violations of California’s Unfair
Competition Law; (3) breach of express 7 warranty; (4) breach of implied warranty; (5) unjust
enrichment; and (6) fraudulent 8 concealment. Id. ¶¶ 128-222. 9 B. The Protective Order 10 In
April 2025, the Court granted the parties’ joint motion for entry of a protective 11 order and issued
their proposed Protective Order governing discovery in this case. Dkt.

12 No. 34. The Protective Order contains the following provisions that are relevant to this
13 motion: 14 The Parties recognize that there may be portions of documents and 15 attachments
that will be captured by searches, but that may not be relevant to 16 any party's claims or
defenses. Therefore, the Parties are not prohibited from 17 redacting information that is
objectively irrelevant to this Action. 18 19 The Court may modify the terms and conditions of
this Order for good cause, 20 or in the interest of justice, or on its own order at any time in these
21 proceedings.

22 Id. at 4, 11.

23 Both parties have redacted documents produced in discovery. Plaintiff has redacted 24 portions
of four responsive documents. Dkt. No. 165-4 at 3. Defendant has redacted a 25 larger number of
responsive documents as reflected in its 27-page "relevance redaction 26 log." Dkt. No. 165-3. As
explained by Defendant's counsel at the motion hearing on

27 December 11, 2025, the redacted information includes (1) information pertaining to non-
28 class vehicles; (2) information pertaining to S-Class vehicles sold outside California; 1 (3)
information pertaining to vehicle parts other than wheels, rims and tires; and 2 (4) information
pertaining to tire and wheel issues with Class Vehicles where the dealers 3 performing the repairs
determined that any damage was caused by road hazards. 4 II.

5 LEGAL STANDARDS

6 "The court may, for good cause, issue an order to protect a party or person from 7 annoyance,
embarrassment, oppression, or undue burden or expense." Fed. R. Civ. P. 8 26(c)(1). "The burden
is upon the party seeking the order to show good cause by 9 demonstrating harm or prejudice that
will result from the discovery." *Ribera v. NIBCO, 10 Inc.*, 364 F.3d 1057, 1063 (9th Cir. 2004).
Similarly, a party seeking to modify an existing 11 protective order ordinarily "bears the burden of
proving such good cause exists to modify 12 the protective order." *In re Soc. Media Adolescent
Addiction/Pers. Inj. Prods. Liab. Litig.*,

13 No. 22-MD-03047-YGR (PHK), 2024 WL 251404, at *8 (N.D. Cal. Jan. 23, 2024).1

14 The analysis differs where the parties stipulate to a protective order. "While courts 15 generally
make a finding of good cause before issuing a protective order, a court need not 16 do so where
(as here) the parties stipulate to such an order." *In re Roman Cath. Archbishop 17 of Portland in
Or.*, 661 F.3d 417, 424 (9th Cir. 2011). "When the protective order was a 18 stipulated order and
no party has made a good cause showing, then the burden of proof 19 remains with the party
seeking protection." *Id.* For example, "if a party takes steps to 20 release documents subject to a
stipulated order, the party opposing disclosure has the 21 burden of establishing that there is good
cause to continue the protection of the discovery 22 material." *Id.* 23 / / / 24 / / / 25 / / / 26 27 1
Unless otherwise noted, all citations are omitted, and in direct quotes, all internal 28 1 III.

2 DISCUSSION

3 As an initial matter, the parties dispute which of them bears the burden on this 4 motion.
Plaintiff contends that Defendant must show good cause to maintain the provision 5 authorizing

redaction of “objectively irrelevant” information. Defendant counters that 6 Plaintiff must show good cause to modify the Protective Order by removing the provision. 7 The parties stipulated to the Protective Order, and neither party made a good cause 8 showing for any provision, including the provision authorizing redactions. See Dkt. No. 9 33. Nor did the Court make a good cause finding prior to adopting the stipulated Protective 10 Order. See Dkt. No. 34. Thus, the principles articulated in *In re Roman Cath. Archbishop 11 of Portland in Or.* apply here, and Defendant carries the burden of establishing good cause 12 for the redaction provision because it is “the party seeking protection.” *Id.* See *Foltz v. 13 State Farm Mut. Auto. Ins. Co.*, 331 F.3d 1122, 1131 (9th Cir. 2003) (where third party 14 intervenors sought documents produced in discovery by State Farm and designated 15 pursuant to stipulated protective order, “the district court must require State Farm to make 16 an actual showing of good cause for their continuing protection under Federal Rule of Civil

17 Procedure 26(c)”).

18 “Courts generally disfavor redacting responsive documents for relevancy, since such 19 concerns can be addressed by a protective order.” *Ho v. Marathon Pat. Grp., Inc.*, No. 20 521CV00339SSSPX, 2023 WL 3044613, at *4 (C.D. Cal. Mar. 27, 2023). See *Rodriguez 21 v. Vizio, Inc.*, No. 14-CV-368 JLS (NLS), 2015 WL 11439029, at *4 (S.D. Cal. Jan. 6, 22 2015) (ordering production of unredacted document and concluding that protective order 23 adequately addressed producing party’s “confidentiality concerns”); *Laub v. 24 Horbaczewski*, 331 F.R.D. 516, 526 (C.D. Cal. 2019) (“a party should not take it upon him, 25 her or itself to decide unilaterally what context is necessary for the non-redacted part 26 disclosed, and what might be useless to the case”). In addition, “unilateral redactions do 27 little more than breed suspicion between the parties, generate discovery disputes, and invite 28 unnecessary intervention by the court.” *Canchola v. Allstate Ins. Co.*, No. 8:23-CV-00734 1 FWS (ADSX), 2025 WL 2373272, at *2 (C.D. Cal. July 11, 2025). Even where the party 2 making unilateral redactions acts “with restraint and in good faith,” the problems caused 3 by such redactions may “outweigh the minimal risk of harm that may result from disclosure 4 of some irrelevant or private material pursuant to a protective order.” *Leprino Foods Co. 5 v. Avani Outpatient Surgical Ctr., Inc.*, No. 2:22-CV-07434-DSF-JC, 2024 WL 4488711, 6 at *14 (C.D. Cal. Sept. 30, 2024). At least one other court has adopted this reasoning and 7 rejected Mercedes-Benz USA’s proposal for unilateral relevance redactions in discovery. 8 *Sowa v. Mercedes-Benz Grp. AG*, No. 1:23-CV-636-SEG, 2025 WL 3143639, at *7-8 9 (N.D. Ga. Nov. 3, 2025) (redactions of “objectively irrelevant” information “undermine 10 the aims of the discovery process” and “would likely open the door to more discovery 11 dispute litigation and time-consuming requests for in camera review”). 12 Here, Defendant does not explain why the Protective Order’s provisions authorizing 13 the parties to designate materials as “Confidential” or “Confidential – For Counsel Only” 14 are insufficient to protect any sensitive business information. See Dkt. No. 34.2 And 15 although the Court does not question Defendant’s good faith in making redaction 16 determinations, its explanation of the

information it considers “objectively irrelevant” to Plaintiff’s claims demonstrates that this provision is unworkable in the context of this case. “Evidence is relevant if: (a) it has any tendency to make a fact more or less probable than it would be without the evidence; and (b) the fact is of consequence in determining the action.” Fed. R. Evid. 401. For example, evidence that 2021-2024 S-Class vehicles experienced unexplained tire blowouts or failures would be relevant to Plaintiff’s claims. The Court is mindful that the parties negotiated the provision authorizing relevance redactions and that Defendant agreed to modify this District’s model protective order provision regarding expert review of documents designated as “Confidential – For Counsel Only” in exchange for Plaintiff’s agreement to include the relevance redaction provision. Dkt. No. 165-1 at 2. However, in ruling on this motion, the Court’s determination is limited to whether Defendant has established good cause for the relevance redaction provision, and nothing in this Order prevents either party from seeking to modify any other provision of the Order irrespective of whether the vehicles were purchased in California or another state. But Defendant’s contrary position that such information is “objectively irrelevant” to Plaintiff’s claims would deprive Plaintiff of this information. It does not matter whether such information would be admissible at trial – which is an issue to be determined by the District Judge – because information “need not be admissible in evidence to be discoverable.” Fed. R. Civ. P. 26(b)(1). Defendant’s redaction of information pertaining to Class Vehicles where the dealers determined that any wheel or tire damage was caused by road hazards raises similar concerns. It may be true that Plaintiff “does not allege her tires were damaged by impact or road hazards.” Dkt. No. 21 at 11 n. 1. However, it does not follow that a third-party dealer’s determination that a tire was damaged by a road hazard renders that information “objectively irrelevant” to Plaintiff’s claims. After all, relevant evidence “has any tendency to make a fact more or less probable that it would be without the evidence.” Fed. R. Evid. 401(a) (emphasis added). A dealer’s determination that a Class Vehicle sustained tire damage due to a road hazard (as opposed to a design defect) may not support Plaintiff’s theory of the case, but it is still relevant under Rule 401(a). Defendant cites authority for the proposition that unilateral redactions may be appropriate where the redacted information “plainly has no substantive bearing on the claims and defenses in th[e] action.” *Found. for Glob. Sports Dev. v. United States Olympic Comm.*, No. 220CV04782FMOPVCX, 2021 WL 6618556, at *10 (C.D. Cal. June 24, 2021) (upholding redactions of responding party’s board minutes showing its “litigation costs in an unrelated matter”). But even that case endorsed the proposition that the “unilateral redaction of documents on the ground that the producing party deems the information irrelevant is generally improper” and that redactions would be appropriate only where the information “plainly has no potential relevancy to the litigation or is particularly sensitive.” *Id.* at *9. As explained above, the Court cannot conclude that the information Defendant elected to redact has “no potential relevancy to the litigation,” and Defendant does not explain how the Protective Order’s other provisions do not adequately address concerns about production of sensitive information.

1 || concerns about production of sensitive information. 2 IV.

3 CONCLUSION

4 For the foregoing reasons, the Court grants Plaintiff's motion to amend the 5 || Protective Order
and will concurrently issue an Amended Protective Order. By not later 6 ||than January 27, 2026,
each party must produce unredacted versions of any documents 7 || previously produced with
redactions for relevancy. 8 9 IT IS SO ORDERED. 10 || Dated: January 13, 2026 en Tb Lh, 13
United States Magistrate Judge 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28