

**UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA**

Fadi Khamasmeih v. Porsche Cars North America, Inc.

No. 2:25-cv-02922-AJR, United States District Court for the Central District of California (July 8, 2025)

OPINION

Fadi Khamasmeih v. Porsche Cars North America, Inc.

PER CURIAM.

1 WILSON TURNER KOSMO LLP

ROBERT A. SHIELDS (206042)

2 ANDRES F. MICHEL (292626)

402 West Broadway, Suite 1600 3 San Diego, California 92101 Telephone: (619) 236-9600 4

Facsimile: (619) 236-9669 E-mail: rshields@wilsonturnerkosmo.com 5 E-mail:

amichel@wilsonturnerkosmo.com E-mail: warrantyeservice@wilsonturnerkosmo.com 6

Attorneys for Defendant

7 PORSCHE CARS NORTH AMERICA,

INC

8 UNITED STATES DISTRICT COURT

9 CENTRAL DISTRICT OF CALIFORNIA

10 WESTERN DIVISION

11 FADI KHAMASMEIH, Case No. 2:25-cv-02922-AJR 12 Plaintiff, [PROPOSED]

STIPULATED

PROTECTIVE ORDER

13 v. Complaint Filed: February 18, 2025 14 PORSCHE CARS NORTH AMERICA, Trial Date:

September 14, 2026 INC., a Delaware Corporation, and 15 DOES 1 through 10, inclusive, 16

Defendants. 17

18 GENERAL

19 1.1 Purposes and Limitations. Discovery in this action is likely to involve 20 production of
confidential, proprietary, or private information for which special 21 protection from public
disclosure and from use for any purpose other than prosecuting 22 this litigation may be
warranted. Accordingly, the parties hereby stipulate to and 23 petition the Court to enter the
following Stipulated Protective Order. The parties 24 acknowledge that this Order does not confer
blanket protections on all disclosures or 25 responses to discovery and that the protection it
affords from public disclosure and use 26 extends only to the limited information or items that are
entitled to confidential 27 treatment under the applicable legal principles. The parties further
acknowledge, as 28 set forth in Section 12.3, below, that this Stipulated Protective Order does not

entitle 1 them to file confidential information under seal; Civil Local Rule 79-5 sets forth the 2 procedures that must be followed and the standards that will be applied when a party 3 seeks permission from the court to file material under seal. 4 1.2 Good Cause Statement. This action is likely to involve trade secrets, 5 personal customer information including names, phone numbers, addresses, personal 6 information of company employees and/or proprietary information for which special 7 protection from public disclosure and from use for any purpose other than prosecution 8 of this action is warranted. Such confidential and proprietary materials and 9 information consist of, among other things, confidential business or financial 10 information, information regarding confidential business practices, or other 11 confidential research, development, or commercial information (including information 12 implicating privacy rights of third parties), information otherwise generally 13 unavailable to the public, or which may be privileged or otherwise protected from 14 disclosure under state or federal statutes, court rules, case decisions, or common law. 15 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of 16 disputes over confidentiality of discovery materials, to adequately protect information 17 the parties are entitled to keep confidential, to ensure that the parties are permitted 18 reasonable necessary uses of such material in preparation for and in the conduct of 19 trial, to address their handling at the end of the litigation, and serve the ends of justice, 20 a protective order for such information is justified in this matter. It is the intent of the 21 parties that information will not be designated as confidential for tactical reasons and 22 that nothing be so designated without a good faith belief that it has been maintained in 23 a confidential, non-public manner, and there is good cause why it should not be part of 24 the public record of this case. 25

2. DEFINITIONS

26 2.1 Action: This pending federal lawsuit entitled Fadi Khamasmeih v. 27 Porsche Cars North America, Inc., Case No. 2:25-cv-02922-AJR 28 1 2.2 Challenging Party: a Party or Non-Party that challenges the designation 2 of information or items under this Order. 3 2.3 “CONFIDENTIAL” Information or Items: information (regardless of 4 how it is generated, stored or maintained) or tangible things that qualify for protection 5 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good 6 Cause Statement. 7 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their 8 support staff). 9 2.5 Designating Party: a Party or Non-Party that designates information or 10 items that it produces in disclosures or in responses to discovery as

11 “CONFIDENTIAL.”

12 2.6 Disclosure or Discovery Material: all items or information, regardless of 13 the medium or manner in which it is generated, stored, or maintained (including, 14 among other things, testimony, transcripts, and tangible things), that are produced or 15 generated in disclosures or responses to discovery in this matter. 16 2.7 Expert: a person with specialized knowledge or experience in a matter 17 pertinent to the litigation who has been retained by a Party or its counsel to serve as an 18 expert witness or as a consultant in this Action. 19 2.8 House Counsel: attorneys

who are employees of a party to this Action. 20 House Counsel does not include Outside Counsel of Record or any other outside 21 counsel. 22 2.9 Non-Party: any natural person, partnership, corporation, association, or 23 other legal entity not named as a Party to this action. 24 2.10 Outside Counsel of Record: attorneys who are not employees of a party 25 to this Action but are retained to represent or advise a party to this Action and have 26 appeared in this Action on behalf of that party or are affiliated with a law firm that has 27 appeared on behalf of that party, including support staff. 28 1 2.11 Party: any party to this Action, including all of its officers, directors, 2 employees, consultants, retained experts, and Outside Counsel of Record (and their 3 support staffs). 4 2.12 Producing Party: a Party or Non-Party that produces Disclosure or 5 Discovery Material in this Action. 6 2.13 Professional Vendors: persons or entities that provide litigation support 7 services (e.g., photocopying, videotaping, translating, preparing exhibits or 8 demonstrations, and organizing, storing, or retrieving data in any form or medium) 9 and their employees and subcontractors. 10 2.14 Protected Material: any Disclosure or Discovery Material that is 11 designated as “CONFIDENTIAL.” 12 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material 13 from a Producing Party.

14 3. SCOPE

15 The protections conferred by this Stipulation and Order cover not only 16 Protected Material (as defined above), but also (1) any information copied or extracted 17 from Protected Material; (2) all copies, excerpts, summaries, or compilations of 18 Protected Material; and (3) any testimony, conversations, or presentations by Parties 19 or their Counsel that might reveal Protected Material. 20 Any use of Protected Material at trial shall be governed by the orders of the trial 21 judge. This Order does not govern the use of Protected Material at trial.

22 4. DURATION

23 Once a case proceeds to trial, all of the court-filed information to be introduced 24 that was previously designated as confidential or maintained pursuant to this 25 protective order becomes public and will be presumptively available to all members of 26 the public, including the press, unless compelling reasons supported by specific 27 factual findings to proceed otherwise are made to the trial judge in advance of the 28 trial. See *Kamakana v. City and Cty. of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 1 2006) (distinguishing “good cause” showing for sealing documents produced in 2 discovery from “compelling reasons” standard when merits-related documents are part 3 of court record). Accordingly, the terms of this protective order do not extend beyond 4 the commencement of the trial.

5 5. DESIGNATING PROTECTED MATERIAL

6 5.1 Exercise of Restraint and Care in Designating Material for Protection. 7 Each Party or Non-Party that designates information or items for protection under this 8 Order must take care to limit any such designation to specific material that qualifies 9 under the appropriate standards. The Designating Party must designate for protection 10 only those parts of material, documents, items, or oral or written communications that 11 qualify so that other portions of the material,

documents, items, or communications 12 for which protection is not warranted are not swept unjustifiably within the ambit of 13 this Order. 14 Mass, indiscriminate, or routinized designations are prohibited. Designations 15 that are shown to be clearly unjustified or that have been made for an improper 16 purpose (e.g., to unnecessarily encumber the case development process or to impose 17 unnecessary expenses and burdens on other parties) may expose the Designating Party 18 to sanctions. 19 If it comes to a Designating Party's attention that information or items that it 20 designated for protection do not qualify for protection, that Designating Party must 21 promptly notify all other Parties that it is withdrawing the inapplicable designation. 22

5.2 Manner and Timing of Designations. Except as otherwise provided in 23 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise 24 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection 25 under this Order must be clearly so designated before the material is disclosed or 26 produced. 27 Designation in conformity with this Order requires: 28

1 (a) for information in documentary form (e.g., paper or electronic 2 documents, but excluding transcripts of depositions or other pretrial or trial 3 proceedings), that the Producing Party affix, at a minimum, the legend 4 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that 5 contains protected material. If only a portion or portions of the material on a page 6 qualifies for protection, the Producing Party also must clearly identify the protected 7 portion(s) (e.g., by making appropriate markings in the margins). 8 A Party or Non-Party that makes original documents available for 9 inspection need not designate them for protection until after the inspecting Party has 10 indicated which documents it would like copied and produced. During the inspection 11 and before the designation, all of the material made available for inspection shall be 12 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents 13 it wants copied and produced, the Producing Party must determine which documents, 14 or portions thereof, qualify for protection under this Order. Then, before producing 15 the specified documents, the Producing Party must affix the "CONFIDENTIAL 16 legend" to each page that contains Protected Material. If only a portion or portions of 17 the material on a page qualifies for protection, the Producing Party also must clearly 18 identify the protected portion(s) (e.g., by making appropriate markings in the 19 margins). 20

(b) for testimony given in depositions that the Designating Party identify 21 the Disclosure or Discovery Material on the record, before the close of the deposition. 22

(c) for information produced in some form other than documentary and 23 for any other tangible items, that the Producing Party affix in a prominent place on the 24 exterior of the container or containers in which the information is stored the legend 25 "CONFIDENTIAL." If only a portion or portions of the information warrants 26 protection, the Producing Party, to the extent practicable, shall identify the protected 27 portion(s). 28

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent 2 failure to designate qualified information or items does not, standing alone, waive the 3 Designating Party's right to secure protection under this Order for such material. 4 Upon timely correction of a designation, the Receiving Party must make reasonable 5 efforts to assure that the material is

treated in accordance with the provisions of this 6 Order.

7 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

8 6.1 Timing of Challenges. Any Party or Non-Party may challenge a 9 designation of confidentiality at any time that is consistent with the Court's 10 Scheduling Order. 11 6.2 Meet and Confer. The Challenging Party shall initiate the dispute 12 resolution process under Local Rule 37-1, et seq. Any discovery motion must strictly 13 comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3. 14 6.3 Burden. The burden of persuasion in any such challenge proceeding 15 shall be on the Designating Party. Frivolous challenges, and those made for an 16 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on 17 other parties) may expose the Challenging Party to sanctions. Unless the Designating 18 Party has waived or withdrawn the confidentiality designation, all parties shall 19 continue to afford the material in question the level of protection to which it is entitled 20 under the Producing Party's designation until the Court rules on the challenge.

21 7. ACCESS TO AND USE OF PROTECTED MATERIAL

22 7.1 Basic Principles. A Receiving Party may use Protected Material that is 23 disclosed or produced by another Party or by a Non-Party in connection with this 24 Action only for prosecuting, defending, or attempting to settle this Action. Such 25 Protected Material may be disclosed only to the categories of persons and under the 26 conditions described in this Order. When the Action has been terminated, a Receiving 27 Party must comply with the provisions of section 13 below (FINAL DISPOSITION). 28 1 Protected Material must be stored and maintained by a Receiving Party at a 2 location and in a secure manner that ensures that access is limited to the persons 3 authorized under this Order. 4 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless 5 otherwise ordered by the Court or permitted in writing by the Designating Party, a 6 Receiving Party may disclose any information or item designated "CONFIDENTIAL" 7 only to: 8 (a) the Receiving Party's Outside Counsel of Record in this Action, as 9 well as employees of said Outside Counsel of Record to whom it is reasonably 10 necessary to disclose the information for this Action; 11 (b) the officers, directors, and employees (including House Counsel) of 12 the Receiving Party to whom disclosure is reasonably necessary for this Action; 13 (c) Experts (as defined in this Order) of the Receiving Party to whom 14 disclosure is reasonably necessary for this Action and who have signed the 15 "Acknowledgment and Agreement to Be Bound" (Exhibit A); 16 (d) the Court and its personnel; 17 (e) court reporters and their staff; 18 (f) professional jury or trial consultants, mock jurors, and Professional 19 Vendors to whom disclosure is reasonably necessary for this Action and who have 20 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A); 21 (g) the author or recipient of a document containing the information or a 22 custodian or other person who otherwise possessed or knew the information; 23 (h) during their depositions, witnesses, and attorneys for witnesses, in 24 the Action to whom disclosure is reasonably necessary provided: (1) the deposing 25 party requests that the witness sign the form attached as Exhibit A hereto; and (2) they 26 will not be permitted to keep any

confidential information unless they sign the 27 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed 28 by the Designating Party or ordered by the Court. Pages of transcribed deposition 1 testimony or exhibits to depositions that reveal Protected Material may be separately 2 bound by the court reporter and may not be disclosed to anyone except as permitted 3 under this Stipulated Protective Order; and 4 (i) any mediator or settlement officer, and their supporting personnel, 5 mutually agreed upon by any of the parties engaged in settlement discussions.

6 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED

7 PRODUCED IN OTHER LITIGATION

8 If a Party is served with a subpoena or a court order issued in other litigation 9 that compels disclosure of any information or items designated in this Action as 10 “CONFIDENTIAL,” that Party must: 11 (a) promptly notify in writing the Designating Party. Such notification shall 12 include a copy of the subpoena or court order; 13 (b) promptly notify in writing the party who caused the subpoena or order to 14 issue in the other litigation that some or all of the material covered by the subpoena or 15 order is subject to this Protective Order. Such notification shall include a copy of this 16 Stipulated Protective Order; and 17 (c) cooperate with respect to all reasonable procedures sought to be pursued by 18 the Designating Party whose Protected Material may be affected. 19 If the Designating Party timely seeks a protective order, the Party served with 20 the subpoena or court order shall not produce any information designated in this 21 action as “CONFIDENTIAL” before a determination by the court from which the 22 subpoena or order issued, unless the Party has obtained the Designating Party’s 23 permission. The Designating Party shall bear the burden and expense of seeking 24 protection in that court of its confidential material and nothing in these provisions 25 should be construed as authorizing or encouraging a Receiving Party in this Action to 26 disobey a lawful directive from another court. 27 28

1 9. 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.” Such information 5 produced by Non-Parties in connection with this litigation is protected by the 6 remedies and relief provided by this Order. Nothing in these provisions should be 7 construed as prohibiting a Non-Party from seeking additional protections. 8 (b) In the event that a Party is required, by a valid discovery request, to 9 produce a Non-Party’s confidential information in its possession, and the Party is 10 subject to an agreement with the Non-Party not to produce the Non-Party’s 11 confidential information, then the Party shall: 12 (1) promptly notify in writing the Requesting Party and the Non-Party that 13 some or all of the information requested is subject to a confidentiality agreement with 14 a Non-Party; 15 (2) promptly provide the Non-Party with a copy of the Stipulated Protective 16 Order in this Action, the relevant discovery request(s), and a reasonably specific 17 description of the information requested; and 18 (3) make the information requested available for inspection by the

Non-Party, 19 if requested. 20 (c) If the Non-Party fails to seek a protective order from this Court within 14 21 days of receiving the notice and accompanying information, the Receiving Party may 22 produce the Non-Party's confidential information responsive to the discovery request. 23 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce 24 any information in its possession or control that is subject to the confidentiality 25 agreement with the Non-Party before a determination by the Court. Absent a court 26 order to the contrary, the Non-Party shall bear the burden and expense of seeking 27 protection in this Court of its Protected Material. 28

1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed 3 Protected Material to any person or in any circumstance not authorized under this 4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in 5 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts 6 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or 7 persons to whom unauthorized disclosures were made of all the terms of this Order, 8 and (d) request such person or persons to execute the "Acknowledgment and 9 Agreement to Be Bound" that is attached hereto as Exhibit A.

10 11. INADVERTENT PRODUCTION OF PRIVILEGED OR

11 OTHERWISE PROTECTED MATERIAL

12 When a Producing Party gives notice to Receiving Parties that certain 13 inadvertently produced material is subject to a claim of privilege or other protection, 14 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil

15 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure

16 may be established in an e-discovery order that provides for production without prior 17 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the 18 parties reach an agreement on the effect of disclosure of a communication or 19 information covered by the attorney-client privilege or work product protection, the 20 parties may incorporate their agreement in the stipulated protective order submitted to 21 the Court.

22 12. MISCELLANEOUS

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any 24 person to seek its modification by the Court in the future. 25 12.2 Right to Assert Other Objections. By stipulating to the entry of this 26 Protective Order, no Party waives any right it otherwise would have to object to 27 disclosing or producing any information or item on any ground not addressed in this 28 1 Stipulated Protective Order. Similarly, no Party waives any right to object on any 2 ground to use in evidence of any of the material covered by this Protective Order. 3 12.3 Filing Protected Material. A Party that seeks to file under seal any 4 Protected Material must comply with Civil Local Rule 79-5. Protected Material may 5 only be filed under seal pursuant to a court order authorizing the sealing of the 6 specific Protected Material at issue; good cause must be shown in the request to file 7 under seal. If a Party's request to file Protected Material under seal is

denied by the 8 Court, then the Receiving Party may file the information in the public record unless 9 otherwise instructed by the Court.

10 13. FINAL DISPOSITION

11 After the final disposition of this Action, within 60 days of a written request by 12 the Designating Party, each Receiving Party must return all Protected Material to the 13 Producing Party or destroy such material. As used in this subdivision, “all Protected 14 Material” includes all copies, abstracts, compilations, summaries, and any other 15 format reproducing or capturing any of the Protected Material. Whether the Protected 16 Material is returned or destroyed, the Receiving Party must submit a written 17 certification to the Producing Party (and, if not the same person or entity, to the 18 Designating Party) by the 60 day deadline that (1) identifies (by category, where 19 appropriate) all the Protected Material that was returned or destroyed, and (2) affirms 20 that the Receiving Party has not retained any copies, abstracts, compilations, 21 summaries or any other format reproducing or capturing any of the Protected Material. 22 Notwithstanding this provision, counsel are entitled to retain an archival copy of all 23 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, 24 correspondence, deposition and trial exhibits, expert reports, attorney work product, 25 and consultant and expert work product, even if such materials contain Protected 26 Material. Any such archival copies that contain or constitute Protected Material 27 remain subject to this Protective Order as set forth in Section 4 (DURATION). 28

1 14. VIOLATION OF ORDER

2 Any violation of this Order may be punished by any and all appropriate 3 measures including, without limitation, contempt proceedings and/or monetary 4 sanctions. 5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD. 6 7 Dated: July 8, 2025 WILSON TURNER KOSMO LLP 8 By: /s/ Andres F. Michel

9 ROBERT A. SHIELDS

ANDRES F. MICHEL

10 Attorneys for Defendant

PORSCHE CARS NORTH AMERICA,

11 INC. 12 Dated: July 7, 2025 QUILL & ARROW 13 By: /s/Roy Enav 14 Gregory Sogoyan, Esq. Roy Enav, Esq. 15 Attorneys for Plaintiff

FADI KHAMASMEIH

16 17 18 Having considered the forgoing, the Court finds good cause to GRANT the parties' 19 Stipulated Protective Order. 20 IT IS SO ORDERED. 21 Dated: July 8, 2025

22

HON. A. JOEL RICHLIN

23 UNITED STATES MAGISTRATE JUDGE

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