

1 **WHEREAS:**

2 The parties will soon be engaged in discovery and it is likely that disclosure of some, but not
3 all, responsive information would entail the disclosure of confidential or proprietary information,
4 including but not limited to personal and consumer data, sensitive financial commercial information,
5 proprietary business information, and trade secrets not otherwise available to such other parties or
6 the public generally. The parties agree to take care to limit any designation to specific material that
7 qualifies under the appropriate standards below. To the extent it is practical to do so, the designating
8 party must designate for protection only those parts of the material, documents, items, or oral or
9 written communications that qualify.

10 **IT IS HEREBY STIPULATED AND AGREED** by all parties, through their undersigned
11 counsel, and subject to the approval of the Court, the following provisions shall govern documents
12 and information produced in the Eaton Fire Cases:

13 1. Confidential Material

14 Any party may designate as confidential information any material which that party considers,
15 after review and in good faith, to contain information involving trade secrets, confidential personally
16 identifiable information, competitive information, confidential business or financial information
17 (including personal financial information about any party to this lawsuit, or employee of any party
18 to this lawsuit), information regarding any individual’s banking relationship with any banking
19 institution (including information regarding the individual’s financial transactions or financial
20 accounts), confidential customer data as defined by California Public Utilities Code sections 8380
21 and 8381, personal or confidential/privileged information about an individual collected or received
22 in connection with an insurance claim, as contemplated by California Insurance Code Section 791.13,
23 or any other information that is entitled to confidential treatment under law. Material that a party is
24 requesting be designated as “CONFIDENTIAL,” “CONFIDENTIAL-ATTORNEYS’ EYES
25 ONLY,” “CONFIDENTIAL-ATTORNEYS’ EYES ONLY-CRITICAL ENERGY/ELECTRIC
26 INFRASTRUCTURE INFORMATION (CEII)” shall be referred to herein as “Confidential
27 Material.”

28

1 a. Any information or material, including but not limited to documents,
2 deposition testimony, transcripts and exhibits, interrogatory answers, responses to requests for
3 admissions and other written, recorded or graphic materials, and additionally, stipulations,
4 designations, or other material served pursuant to the Eaton Fire Cases, may be designated as
5 Confidential Material by the person or entity producing, providing, filing or lodging it or by any
6 party to the Eaton Fire Cases (the “Designating Party”). All Confidential Material, and all
7 information or material derived from it, constitute “Designated Material” under this Stipulation and
8 Order.

9 b. Designated Material shall be marked by labeling each page containing
10 Designated Material with the appropriate confidentiality marking, as set out in Section 5, below.
11 Where a document or response consists of more than one page not all of which contain Designated
12 Material, the first page shall also be so labeled. In the case of information disclosed in or by a non-
13 paper medium (e.g., videotape, audiotape, computer disk, or other tangible thing), the appropriate
14 confidentiality marking shall be affixed to the outside of the medium or its container so as to clearly
15 give notice of the designation.

16 c. Upon entry of this protective order, Defendants may produce documents with
17 confidential customer data, as defined by California Public Utilities Code sections 8380 and 8381,
18 pursuant to the terms of this order. Defendants agree that they will attempt to redact information
19 regarding bank accounts, social security numbers, business financial information and other sensitive
20 records. The parties agree that such information shall not be publicly disseminated and will only be
21 used for this litigation.

22 d. Any party or non-party may voluntarily disclose to others its own documents
23 that the party or non-party has designated as Confidential Material. However, if a party has a
24 reasonable, good faith basis for believing that a producing party has shared Confidential Material with
25 third parties without a written agreement or to third parties that do not have an independent obligation
26 to maintain the confidentiality of such materials after the entry of this Stipulated Protective Order, a
27 party may challenge its confidentiality status under Paragraph 11 of this Stipulated Protective Order.
28 For the avoidance of doubt, Confidential Material disclosed to government entities or to individuals

1 acting on behalf of government entities or received by Plaintiffs from Defendant’s Regulators, such
2 as the California Public Utilities Commission, shall not be deemed a waiver of any confidentiality.

3 2. Insured Designated Material

4 Subrogation Plaintiffs will produce claim files of their insureds to Defendant per the terms of
5 an Eaton Fire CMO (to be filed), and will attempt to redact information subject to attorney-client
6 privilege, privacy, bank accounts, social security numbers, business financial information and other
7 sensitive records. Claim files to Defendants shall automatically be deemed marked
8 “CONFIDENTIAL” and treated as such whether or not so marked.

9 3. Medical Records Designated Material

10 Medical records (records from any health care provider¹) provided by any party or non-party
11 to Defendants shall automatically be deemed marked “CONFIDENTIAL” and treated as such
12 whether or not so marked. Any Defendant that receives a document for which it is unclear whether
13 the record is or is not a medical record should use best efforts to clarify that with the party or non-
14 party producing the document. Plaintiffs will make every effort to mark all medical records as
15 “CONFIDENTIAL.”

16 4. Public Entity Designated Material

17 Certain material in the possession of public entities may be designated Confidential Material
18 if it is prohibited from disclosure pursuant to federal and/or California state law, or this Stipulated
19 Protective Order.

20 5. Attorneys’ Eyes Only Material

21 Each Party, and third parties subpoenaed by a Party, may request that certain documents,
22 testimony, or other materials produced in the Eaton Fire Litigation that constitute highly confidential
23 business or technical information which the producing Party reasonably believes to be highly
24 sensitive because it contains proprietary business, technical, or competitive information be
25 designated as “CONFIDENTIAL-ATTORNEYS’ EYES ONLY”.

26 _____
27 ¹ Defined as: a doctor of medicine or osteopathy, podiatrist, dentist, chiropractor, clinical
28 psychologist, therapist, optometrist, nurse practitioner, nurse-midwife, or a clinical social worker
who is authorized to practice by the State and performing within the scope of their practice as defined
by State law.

1 Each Party, and third parties subpoenaed by a Party, may request that certain documents,
2 testimony, or other materials produced in the Eaton Fire Litigation which the producing Party
3 reasonably believes to be Critical Energy/Electric Infrastructure Information (CEII), as defined in
4 18 CFR 388.113(c), shall be designated as “CONFIDENTIAL-ATTORNEYS’ EYES ONLY-
5 CRITICAL ENERGY/ELECTRIC INFRASTRUCTURE INFORMATION (CEII).” If documents,
6 testimony, or other materials are produced without the proper confidentiality designation, the
7 Producing party does not waive the right to later assert that the documents, testimony, or other
8 materials are “CONFIDENTIAL,” “CONFIDENTIAL-ATTORNEYS’ EYES ONLY,” or
9 “CONFIDENTIAL-ATTORNEYS’ EYES ONLY-CRITICAL ENERGY/ELECTRIC
10 INFRASTRUCTURE INFORMATION (CEII).”

11 a. The party requesting the designation shall identify each page of proposed
12 Confidential Material with a stamp identifying it as “CONFIDENTIAL”, “CONFIDENTIAL-
13 ATTORNEYS’ EYES ONLY,” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY-CRITICAL
14 ENERGY/ELECTRIC INFRASTRUCTURE INFORMATION (CEII)” as appropriate, if practical
15 to do so. A file produced natively shall be identified by containing “CONFIDENTIAL”,
16 “CONFIDENTIAL-ATTORNEY’S EYES ONLY,” or “CONFIDENTIAL-AEO-CEII”² in the title
17 of the file, labeling the media on which it is transmitted as “CONFIDENTIAL”, “CONFIDENTIAL-
18 ATTORNEYS’ EYES ONLY”, or “CONFIDENTIAL-AEO-CEII” (i.e. CD, thumb drive, etc.), or
19 by including “CONFIDENTIAL”, “CONFIDENTIAL-ATTORNEYS’ EYES ONLY-
20 ATTORNEYS’ EYES ONLY”, or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY-CRITICAL
21 ENERGY/ELECTRIC INFRASTRUCTURE INFORMATION (CEII)” in the subject line of the
22 email in which it is transmitted.

23 b. Within thirty (30) calendar days after receipt of the final transcript of the
24 deposition of any party or witness in this case, any party or the witness may designate as Confidential
25 Material any portion of the transcript that the party or witness contends discloses confidential
26

27 ² For the avoidance of doubt, parties understand and agree that all materials bearing the designation
28 “CONFIDENTIAL-AEO-CEII” shall refer to and be treated as “CONFIDENTIAL-ATTORNEYS’
EYES ONLY-CRITICAL ENERGY/ELECTRIC INFRASTRUCTURE INFORMATION (CEII).”

1 information by specifying the page and line number where the information appears in the transcript.
2 The name of the Deponent does not constitute confidential personally identifiable information for
3 purposes of this protective order. If a transcript containing any such material is filed with the Court,
4 it shall be filed under seal and marked in the manner described in paragraph 19.

5 6. Access to Designated Material

6 a. For documents or information designated as either “CONFIDENTIAL-
7 ATTORNEYS’ EYES ONLY” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY-CRITICAL
8 ENERGY/ELECTRIC INFRASTRUCTURE INFORMATION (CEII),” the Designated Material so
9 designated shall not otherwise be used or disclosed for any purposes whatsoever without the prior
10 written consent of the Designating Party or by Order of the Court, except for in conducting the Eaton
11 Fire Cases (including any appeal), and may be disclosed only to the following persons who have
12 been advised of their obligations to follow this Stipulation and Order:

- 13 i. the individual parties’ outside counsel, as well as employees of said counsel
14 to whom it is reasonably necessary to disclose the information for this
15 litigation;
- 16 ii. independent experts or consultants and their staff specifically retained to assist
17 counsel in the Eaton Fire Cases, provided that the experts or consultants shall,
18 prior to any disclosure, agree in writing to be bound by this Stipulation and
19 Order (in the form attached hereto as Exhibit A);
- 20 iii. any deposition, trial or hearing witness who previously has had access to such
21 Designated Material;
- 22 iv. third parties specifically retained by counsel for parties to the Eaton Fire Cases
23 (or their legal associates and their office staff) for electronic discovery services
24 or for copying or computer coding of documents, but only for such purposes;
- 25 v. the Court, court reporters, videographer, and the Court’s employees and
26 personnel;
- 27 vi. any mediator who is assigned to hear this matter, and his or her staff, subject
28 to their agreement to maintain confidentiality to the same degree as required

1 by of this Stipulation and Order;

2 vii. Southern California Edison’s regulators, including but not limited to the
3 California Public Utilities Commission and the Federal Energy Regulatory
4 Commission;

5 viii. Employees of copy services, microfilming or database services, trial support
6 firms and/or translators who are engaged by the Parties during the litigation of
7 this the Eaton Fire Cases; and any other person the parties agree to in writing
8 or on the record.

9 b. The designation of any document as Confidential Material shall not preclude
10 any party’s outside counsel from showing (but not providing) a copy of the document to

11 i. an author, addressee, or recipient on the face of the document, or as a custodian
12 of the document as indicated in the metadata provided by the producing party,
13 to whom Plaintiffs believe such disclosure is reasonably necessary, provided
14 that each such person has agreed to be bound by the provisions in this
15 Stipulation and Order by signing a copy of Exhibit A, or

16 ii. a deponent or witness who is an officer, current employee, or former employee
17 of the producing party, provided that only the Confidential Material of that
18 producing party is disclosed, to whom Plaintiffs believe such disclosure is
19 reasonably necessary, provided that each such person has agreed to be bound
20 by the provisions in this Stipulation and Order by signing a copy of Exhibit A.³

21 c. For documents or materials designated as “CONFIDENTIAL,” such
22 documents or materials shall not otherwise be used or disclosed for any purposes whatsoever without
23 the prior written consent of the Designating Party or by Order of the Court, except for in conducting
24 the Eaton Fire Cases (including any appeal), and may be disclosed only to the following persons who
25 have been advised of their obligations to follow this Stipulation and Order:

26 _____

27 ³ To the extent any Party believes that abiding by the provisions of this subsection (b) is impractical,
28 the Parties agree to meet-and-confer to discuss amending the provisions of this subsection and to the extent they are unable to agree, to present their dispute to the Court.

- i. the individual parties and the parties' officers, directors or employees to the extent deemed necessary by counsel for the prosecution or defense of this litigation;
- ii. the parties' counsel, including co-counsel, outside counsel, in-house counsel, and such counsel's legal associates, paralegals, secretaries, and office staff;
- iii. independent experts or consultants and their staff specifically retained to assist counsel in the Eaton Fire Cases, provided that the experts or consultants shall, prior to any disclosure, agree in writing to be bound by this Stipulation and Order (in the form attached hereto as Exhibit A);
- iv. mock jury or focus group participants, provided that the mock jurors or focus group participants shall, prior to any disclosure, agree in writing to be bound by this Stipulation and Order (in the form attached hereto as Exhibit A);
- v. any deposition, trial, or hearing witness in the Eaton Fire Cases, provided that each witness first executes an "acknowledgement and Agreement to be Bound by Stipulated Protective Order" (in the form attached hereto as Exhibit A).
- vi. any deposition, trial or hearing witness who previously has had access to such materials or information, or who is currently or was previously an officer, director, partner, member, employee or agent of an entity that has had access to such materials or information, and that each such person shall be bound by the provisions in this Stipulation and Order by signing a copy of Exhibit A;
- vii. third parties specifically retained by counsel for parties to the Eaton Fire Cases (or their legal associates and their office staff) for electronic discovery services or for copying or computer coding of documents, but only for such purposes;
- viii. the Court, court reporters, videographer, and the Court's employees and personnel;
- ix. any mediator who is assigned to hear this matter, and his or her staff, subject to their agreement to maintain confidentiality to the same degree as required by of this Stipulation and Order;

- 1 x. Southern California Edison's regulators, including but not limited to the
2 California Public Utilities Commission and the Federal Energy Regulatory
3 Commission;
4 xi. Employees of copy services, microfilming or database services, trial support
5 firms and/or translators who are engaged by the Parties during the litigation of
6 this the Eaton Fire Cases; and any other person the parties agree to in writing
7 or on the record.

8 7. Copies of Designated Material

9 Copies and extracts of Designated Material may be made by or for only those persons
10 authorized by paragraph 6 to receive copies of such materials, provided that all copies and extracts
11 are appropriately marked for the level of confidentiality that the producing party designated them.
12 All copies and extracts of Designated Material are subject to the provisions of this Stipulation and
13 Order as though they were original Designated Material.

14 8. Custody of Designated Material

15 All Designated Material and notes or other records regarding that information shall be
16 maintained in the custody of the parties' outside or in-house counsel, and no partial or complete
17 copies thereof containing Designated Material shall be retained by anyone else at any location, except
18 that electronic discovery vendors may retain documents on hosting platforms, and independent
19 experts and consultants may retain documents on a temporary basis for purposes of study, analysis
20 and preparation of the Eaton Fire Cases.

21 9. Designating Documents and Other Materials

22 a. The designation of all or a portion of a document (including discovery
23 responses or other materials served pursuant to the Eaton Fire Cases) as Confidential Material shall
24 be made by placing such legend on each designated page of the document prior to production, or by
25 other appropriate means clearly designating the material as Confidential Material under the terms of
26 this Stipulation and Order.

27 b. Any document that may be produced by a non-party witness in discovery
28 pursuant to subpoena or otherwise may be designated by such non-party as Confidential Material

1 under the terms of this Stipulation and Protective Order, and any such designation by a non-party
2 shall have the same force and effect, and create the same duties and obligations, as if made by one
3 of the parties hereto. Any such designation shall also function as consent by such producing non-
4 party to the authority of the Court to resolve and conclusively determine any motion or other
5 application made by any person or party with respect to such designation, or any other matter
6 otherwise arising under this Stipulation and Order.

7 c. In the case of a document produced by a non-party that is not the Designating
8 Party with respect to such document, any party may make a designation by notifying all counsel in
9 writing of those documents which are to be stamped and treated as Confidential Material at any time
10 after receipt of the copies of those documents by counsel for the Designating Party. Notwithstanding
11 this procedure, all parties also reserve their right to seek a protective order to deem documents
12 produced by a non-party as Confidential Material and subject to the terms of this Stipulation and
13 Order.

14 10. Designating Depositions

15 a. Deposition transcripts or portions thereof may be designated as Confidential
16 Material either: (i) at the deposition itself, by request of any party, or (ii) by captioned, written notice
17 to the reporter and counsel of record as further outlined below.

18 b. Deposition testimony or information disclosed during the deposition that is
19 not designated as Confidential Material at the deposition may be so designated by a party or witness
20 in this case within thirty (30) calendar days of electronic receipt of the final deposition transcript, by
21 giving written notice to all parties of the page and line numbers where the Confidential Material
22 shows up on the final deposition transcript. Even absent designation as Confidential Material at the
23 deposition itself, all depositions shall nonetheless be treated as “CONFIDENTIAL” until thirty (30)
24 calendar days after electronic receipt of the final deposition transcript. Should a pending motion or
25 procedural requirement necessitate an earlier date, the parties shall meet and confer as to a reasonable
26 date for provision of the confidentiality designation notice.

27 c. Any party may mark Designated Material as a deposition exhibit and examine
28 any witness thereon, provided (i) that the exhibit and related transcript pages receive the same

1 confidentiality designation as the original Designated Material, and (ii) that either the deposition
2 witness is one to whom the exhibit may be disclosed under paragraph 6 of this Stipulation and Order,
3 or the deposition witness is a current officer, director, member, partner or employee of the
4 Designating Party with respect to such Designated Material.

5 d. Should a party deem it necessary to show Designated Material to any person
6 who does not fall into categories above during that person’s deposition (the “Deponent”), the parties
7 will meet and confer in advance of the material being shown to the Deponent to see if agreement can
8 be reached. If the parties cannot reach agreement, the parties will raise the issue for the Court.

9 11. Objections

10 a. A party may challenge the propriety of any designation under this Stipulation
11 and Order at any time. Upon written request of the objecting party, the parties shall meet and confer
12 regarding the proposed use of the document within fifteen (15) calendar days of receipt of the notice
13 to determine whether the difference of opinion can be addressed through redactions of confidential
14 information rather than alteration of the designation. If agreement is not reached within those fifteen
15 (15) calendar days, the Designating Party shall have ten (10) calendar days from the date of the final
16 meet and confer to seek an order from the Court that such designated material is subject to protection.
17 It shall be the burden of the Designating Party to justify the designation. If a motion is not timely
18 filed, the items identified in the objecting party’s notice shall no longer be considered Designated
19 Material. If the Designating Party files a motion with the Court, the Designating Material shall remain
20 confidential until the Court rules on the motion.

21 b. Notwithstanding any challenge to the designation of material as
22 “CONFIDENTIAL-ATTORNEY’S EYES ONLY,” “CONFIDENTIAL-ATTORNEYS’ EYES
23 ONLY-CRITICAL ENERGY/ELECTRIC INFRASTRUCTURE INFORMATION (CEII)” or
24 “CONFIDENTIAL”, all Designated Material shall be treated as confidential and shall be subject to
25 the provisions hereof unless and until one of the following occurs:

- 26 i. the party or non-party who claims that the material is “CONFIDENTIAL-
27 ATTORNEY’S EYES ONLY,” “CONFIDENTIAL-ATTORNEYS’ EYES
28 ONLY-CRITICAL ENERGY/ELECTRIC INFRASTRUCTURE

1 INFORMATION (CEII)” or “CONFIDENTIAL” withdraws or lessens such
2 designation in writing;

3 ii. the party or non-party who claims that the material is “CONFIDENTIAL-
4 ATTORNEY’S EYES ONLY,” “CONFIDENTIAL-ATTORNEYS’ EYES
5 ONLY-CRITICAL ENERGY/ELECTRIC INFRASTRUCTURE
6 INFORMATION (CEII),” or “CONFIDENTIAL”, fails to apply to the Court
7 for an order designating the material as Confidential Material within the time
8 period specified above after receipt of a written challenge to such designation;
9 or

10 iii. the Court rules the material is not “CONFIDENTIAL-ATTORNEY’S EYES
11 ONLY,” “CONFIDENTIAL-ATTORNEYS’ EYES ONLY-CRITICAL
12 ENERGY/ELECTRIC INFRASTRUCTURE INFORMATION (CEII)” or
13 “CONFIDENTIAL.”

14 c. No party shall be obliged to challenge the propriety of a “CONFIDENTIAL-
15 ATTORNEY’S EYES ONLY,” “CONFIDENTIAL-ATTORNEYS’ EYES ONLY-CRITICAL
16 ENERGY/ELECTRIC INFRASTRUCTURE INFORMATION (CEII),” or “CONFIDENTIAL”
17 designation at any specified time, and a failure to do so shall not preclude a subsequent challenge to
18 the propriety of such a designation.

19 12. Modification of Protective Order

20 Any party may move to modify or amend the Stipulation and Protective Order at any time by
21 serving and filing a noticed motion. At least 7 days prior to any such motion before any such motion
22 is filed, however, the parties shall first meet and confer in person or by telephone concerning each
23 specific proposed modification or amendment, including the parties’ respective reasons for seeking
24 or objecting to each proposed modification or amendment. Any such motion shall be accompanied
25 by a declaration.

26 13. Disclosure of Privileged Materials

27 a. If a party inadvertently or mistakenly produces any document or information
28 that it believes is immune from discovery pursuant to an attorney-client privilege, the work product

1 privilege, or any other privilege, the producing party may give written notice to the receiving party
2 that the document or information produced is deemed privileged and that return of the document or
3 information is requested. Upon receipt of such written notice, the receiving party shall immediately
4 (a) notify the Designating Party if the document or information may have been disseminated; (b)
5 gather the original and all copies of the document or information of which the receiving party is
6 aware; and (c) return the original and all such copies to the producing party.

7 b. Return or destruction of such privileged material to the producing party shall
8 not preclude any receiving party from later moving to compel production of the returned privileged
9 material on any proper grounds. Following the notice of the inadvertent production, the party shall
10 timely provide an appropriate privilege log or letter of explanation establishing the privilege claim,
11 and in any event, no later than twenty (20) calendar days following the notice.

12 14. No Prejudice

13 a. Nothing in this Stipulation and Order shall preclude any party from seeking
14 and obtaining additional or different protection with respect to the confidentiality of any information
15 or material.

16 b. This Stipulation and Order shall not prevent a disclosure to which the
17 Designating Party consents before the disclosure takes place.

18 c. The parties shall exert their best efforts to assert any claims of confidentiality
19 prior to the disclosure of any discovery materials. The production of any document by any party shall
20 be without prejudice to any claim by the producing party that such material should have been
21 designated as Confidential Material. Claims of confidentiality may be asserted in writing and with
22 particularity after learning such documents should have been designated as Confidential Material and
23 such documents shall be treated as if the claim were made prior to disclosure. The parties may
24 thereafter contest such claims of confidentiality, as set forth herein.

25 15. Discovery Obtained By Other Means

26 This Stipulation and Order is not applicable to Designated Material if copies of such
27 documents already have been both obtained and retained lawfully and in a manner not subject to this
28 Stipulation and Order.

1 16. Final Disposition

2 All provisions of this Stipulation and Order restricting the communication or the use of
3 Designated Material shall continue to be binding after the conclusion of this action, unless otherwise
4 agreed or ordered. Upon final termination of the Eaton Fire Cases and only upon written request of
5 the Designating Party, shall the parties meet and confer on whether Designated Material need be
6 returned or destroyed. However, counsel may retain pleadings, attorney and consultant work product,
7 depositions, and the exhibits thereto, for archival purposes.

8 17. Subpoenas Seeking Designated Material

9 If any person that has obtained Designated Material under the terms of this Stipulation and
10 Order receives a subpoena commanding the production of any such Designated Material, such person
11 shall promptly notify the Designating Party of the service of the subpoena in order to afford the
12 Designating Party an opportunity to object. The recipient of the subpoena may not produce any
13 Designated Material pursuant to the subpoena prior to the date specified for production on the
14 Subpoena.

15 18. Improper Disclosure

16 The parties and their counsel shall have the duty to use reasonable care and precaution to
17 protect the confidentiality of material covered by this Stipulation and Order. If Designated Material
18 submitted in accordance with the terms of this Stipulation and Order is disclosed to any person other
19 than in the manner authorized by the terms herein, the party responsible for the disclosure must
20 immediately bring all pertinent facts relating to such disclosure to the attention of the party producing
21 such information and, without prejudice to any other rights of the Designating Party, make every
22 effort to prevent further disclosure by it or by the person(s) to whom such information was disclosed.

23 19. Additional Parties

24 Any party to the Proceeding who has not executed this Stipulation and Order as of the time
25 it is presented to the Court for signature shall be governed by this Stipulation and Order as if the
26 party were a signatory.

27 20. Court Filings

28 Where any Designated Material is included in any motion or other proceeding governed by

1 California Rules of Court, Rules 2.550 and 2.551, the party shall follow those rules. With respect to
2 discovery motions or other proceedings not governed by California Rules of Court, Rules 2.550 and
3 2.551, the following shall apply: If Designated Materials are submitted to or otherwise disclosed to
4 the Court in connection with discovery motions and proceedings, the same shall be separately filed
5 under seal with the clerk of the Court in an enveloped marked: “CONFIDENTIAL – FILED UNDER
6 SEAL PURSUANT TO PROTECTIVE ORDER AND WITHOUT ANY FURTHER SEALING
7 ORDER REQUIRED.”

8 21. Trial and Hearings

9 The use of Designated Material at any trial proceeding shall be governed by California law.

10 22. Survival

11 The binding effect of this Stipulation and Order shall survive termination of the Eaton Fire
12 Cases. The Court retains jurisdiction even after termination of this action to enforce the Stipulation
13 and Order and to make such deletions from or amendments, modifications, and additions to the
14 Stipulation and Order as the Court may from time to time deem appropriate. The parties hereto
15 reserve all rights to apply to the Court at any time, before or after termination of this action, for order
16 modifying the Stipulation and Order or seeking expansion of or further protection against disclosure
17 or use of claimed Designated Material.

18 23. Superseding Effect

19 The terms and binding effect of this Stipulation and Order shall supersede all previously
20 executed Protective Orders in the Eaton Fire Cases.

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: March 12, 2025

PANISH | SHEA | RAVIPUDI LLP

By: 
Rahul Ravipudi

*Proposed Liaison Counsel for
Individual Plaintiffs*

Dated: March 12, 2025

SINGLETON SCHREIBER LLP

By: 
Gerald Singleton

*Proposed Liaison Counsel for
Individual Plaintiffs*

Dated: March 12, 2025

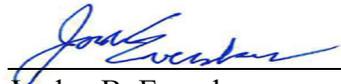
COREY, LUZAICH, DE GHETALDI &
RIDDLE LLP

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*Proposed Liaison Counsel for
Individual Plaintiffs*

Dated: March 12, 2025

GROTEFELD HOFFMAN

By: 
Jordan B. Everakes

*Proposed Liaison Counsel for
Subrogation Plaintiffs*

Dated: March 12, 2025

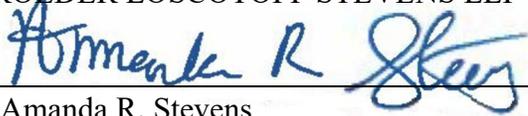
COZEN O'CONNOR

By: 
Howard D. Maycon

*Proposed Liaison Counsel for
Subrogation Plaintiffs*

1 Dated: March 12, 2025

SCHROEDER LOSCOTOFF STEVENS LLP

2 By: 
3 Amanda R. Stevens

4 *Proposed Liaison Counsel for*
5 *Subrogation Plaintiffs*

6 Dated: March 12, 2025

BAUMAN LOWE WITT & MAXWELL PLLC

7 By: 
8 Matthew E. Delinko

9 *Proposed Liaison Counsel for*
10 *Subrogation Plaintiffs*

11 Dated: March 12, 2025

BARON & BUDD P.C.

12 By: 
13 John P. Fiske
14 Victoria Sherlin

15 *Proposed Liaison Counsel for*
16 *Public Entity Plaintiffs*

17 Dated: March 12, 2025

DIAB CHAMBERS LLP

18 By: 
19 Ed Diab
20 Kristen Barton

21 *Proposed Liaison Counsel for*
22 *Public Entity Plaintiffs*

23 Dated: March 12, 2025

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25 John C. Hueston
26 Douglas J. Dixon
27 Andrew K. Walsh
28 Brittani A. Jackson
Michael A. Behrens

Attorneys for Defendants

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IT IS SO ORDERED.

Dated: 03/14/2025



Laura Seigle

Honorable Laura A. Seigle
Judge of the Superior Court
Laura A. Seigle / Judge