

IN THE STATE COURT OF COBB COUNTY
STATE OF GEORGIA

KENNETH DAVID MELTON and)
MARY ELIZABETH MELTON, Individually,)
and as Administrators of the Estate of JENNIFER)
BROOKE MELTON, deceased,)

Plaintiffs,)

v.)

Civil Action No. 2015-A-265

GENERAL MOTORS LLC and)
THORNTON CHEVROLET, INC.,)

Defendants.)

COBB COUNTY, GA
FILED IN OFFICE
11 DEC 23 PM 3:37
DIANE B. WEBB
STATE COURT CLERK-02

CONSENT PROTECTIVE ORDER OF CONFIDENTIALITY

Plaintiffs and Defendant General Motors LLC having consented thereto, and for good cause shown,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the documents and other information, including the substance and content thereof, designated by Defendant General Motors LLC ("GM LLC") as confidential and proprietary, and produced by GM LLC in response to any formal or informal request for discovery in this litigation, shall be subject to the terms of this Consent Protective Order of Confidentiality, as set forth below:

1.

For purposes of this Order, "Confidential Information" means:

(a) those documents and written responses produced by GM LLC in response to any formal or informal discovery request in this case which are designated in good faith as confidential by GM LLC because they contain proprietary or competitively sensitive material, and/or confidential commercial information and market research analyses by so indicating on the face of the writing with language reading "CONFIDENTIAL" or "SUBJECT TO PROTECTIVE

ORDER” or with other similar language, except the designation shall not deface or be printed over any of the language of the document.

(b) those pleadings or other papers served upon any party or filed under seal with the Court which are designated in good faith as confidential by GM LLC because they contain proprietary or competitively sensitive material, and/or confidential commercial information and market research analyses by so indicating on the face of the pleading with language reading “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER” or with other similar language, and those pleadings or other papers filed with the Court that quote from or paraphrase confidential information; and

(c) those portions of any deposition transcripts or exhibits that reveal the substance or content of documents, written responses, pleadings or other information designated as confidential by GM LLC pursuant to the provisions of this Protective Order. It is agreed that counsel for GM LLC will attempt in good faith to identify and designate, before or during the course of the deposition, those portions of the deposition testimony or exhibits which might reveal the substance or content of documents, written responses, pleadings or other information designated as confidential by GM LLC pursuant to the provisions of this Protective Order. In addition, it is further agreed that, within thirty (30) days after receipt of the deposition transcript, counsel for GM LLC will specifically set out in writing the page and line designations for those specific portions of the deposition transcript designated as confidential at the deposition. In all events, counsel for plaintiffs will maintain the confidentiality of deposition transcripts or exhibits that reveal the substance or content of documents, written responses, pleadings or other information designated as confidential by GM LLC pursuant to the provisions of this Protective

Order, unless and until the Court rules that such materials not be treated as confidential under this Protective Order.

2.

Except with prior written consent of counsel for GM LLC, Confidential Information may be shown or disclosed only to the following persons:

- a. Counsel in this action;
- b. Actual employees of counsel assigned to and necessary to assist counsel in the preparation of this action;
- c. Independent experts and consultants retained by counsel whose assistance is deemed necessary by counsel for the prosecution or defense of this action, and employees of such experts and consultants necessary to assist such persons in performing their duties, provided that such person has signed an affidavit in the form set forth as Exhibit "A" and that no confidential documents and information shall be disseminated to any expert or consultant
 - i. who is an employee of a direct business competitor of the party producing the information; or
 - ii. who is employed by a direct business competitor of the party producing the information and who directly participates in design, manufacturing, marketing, or service activities of direct business competitors.
- d. Subject to the provisions of paragraph 4 below, plaintiffs may disclose Confidential Information to other attorneys representing parties, and the experts and consultants retained by them, in other cases against GM LLC wherein it is alleged that a driver of a 2005 Chevrolet Cobalt or substantially similar 2005-2010 MY Chevrolet Cobalt, 2005 MY Pontiac Pursuit (Canada only), 2005-2006 Pontiac G4 (Mexico only), 2006 Pontiac G5 Pursuit (Canada only), or 2007-2010 Pontiac G5, was injured and defect allegations relate to the vehicle's electric power steering system and/or a loss of electrical power.

3.

Any recipient of such Confidential Information shall not disclose the same to any other person to whom disclosure is not authorized by the terms of this Protective Order, and shall not use such Confidential Information for purposes other than preparation for trial or settlement of this action, except as allowed under paragraph 2. Any recipient of such Confidential Information shall exercise reasonable and appropriate care with regard to the storage, custody, and/or use of such Confidential Information in order to ensure that the confidential nature of the same is maintained.

4.

Plaintiffs and their attorneys shall not give, show or otherwise divulge or disclose the substance or existence of the documents or other information designated as Confidential Information, or any copies, prints, negatives or summaries thereof, to any entity or person with the exception of those individuals identified in paragraph 2. Any recipient of such Confidential Information, prior to receipt thereof, shall be furnished with a copy of this Protective Order, and shall be required to execute an affidavit of the type attached as Exhibit "A," certifying that the recipient will not use any such Confidential Information in any way whatsoever except as allowed under paragraph 2 herein, and that the recipient has read and is familiar with this Protective Order and agrees to be bound by its terms. The original of each affidavit of the type attached as Exhibit "A," executed by a recipient of Confidential Information, shall be furnished to counsel who provided such information. Within thirty (30) days of the conclusion of this case, counsel for plaintiffs shall deliver to counsel for GM LLC copies of all such affidavits executed by recipients of Confidential Information.

5.

The parties agree that all Confidential Information and any pleading, motion, deposition transcript or other paper filed with the Court disclosing any Confidential Information should be filed under seal and shall be kept under seal until further order of the Court, should the Court deem such a procedure appropriate; however, said information shall continue to be available to the Court and to such persons permitted access to such information under this Order. Where possible, only the confidential portions of filings with the Court shall be filed under seal.

6.

Within forty-five (45) days of the conclusion of this action, counsel of record for plaintiffs shall return all confidential documents and information, and all copies thereof, to counsel for GM LLC. If any confidential documents are furnished to any expert or to any other qualified person, the attorney for plaintiffs shall ensure that all confidential documents in the possession of such persons, and all copies thereof, are returned to counsel for GM LLC within forty-five (45) days of the conclusion of this action. Plaintiffs are permitted to retain a list of the documents by bates number which are produced by GM LLC under this protective order.

7.

By executing the certification attached as Exhibit "A" and agreeing to be bound by this order, all other attorneys who view or receive confidential documents or information pursuant to paragraph 2 of this order, are likewise required to return the protected documents and information, and all copies thereof, to counsel for GM within forty-five (45) days of the conclusion of this action. However, such other attorneys may retain the protected documents and information for a longer period of time if they request and obtain the written consent of GM; but in no event may they retain the protected documents or information any longer than forty-five

(45) days from the conclusion of the claims or lawsuits in which they are involved against GM. By executing the certification attached as Exhibit A, such other attorneys further agree that they shall continue to be bound by the terms of this order for as long as they are permitted to retain protected documents or information beyond the conclusion of this case.

8.

Nothing in this Order shall be deemed a waiver of GM LLC's right to (a) oppose discovery on grounds other than that the documents and information sought constitute or contain Confidential Information; or (b) object on any ground to the admission in evidence, at trial of this action, of any Confidential Information. Any document produced which has been designated by GM LLC as containing Confidential Information shall for all purposes be deemed a business record and no need for authentication shall be required.

9.

In the event that any party disagrees with GM LLC's designation of any item as Confidential and subject to this Protective Order, that party shall send a written notice to counsel of record for GM LLC specifying the item in question. The parties shall attempt in good faith to resolve any disagreement over the confidentiality of the item. Should the parties fail to reach agreement, GM LLC may, within forty-five (45) days of receiving a written notice specifying the items in question, file a Motion to Preserve Confidential Status. Any item in dispute shall continue to be treated as confidential and subject to this Order until such time as the court rules that it is not. Should GM LLC fail to file, within forty-five (45) days of receiving such written notice, a motion with the Court to preserve the confidential status of such documents, the documents shall be deemed not confidential.

10.

Nothing herein shall prevent any party from using the Confidential Information in connection with any trial, hearing or other public proceeding in this matter or from seeking further protection with respect to the use of any such Confidential Information in connection with such trial, hearing or other public proceeding in this matter.

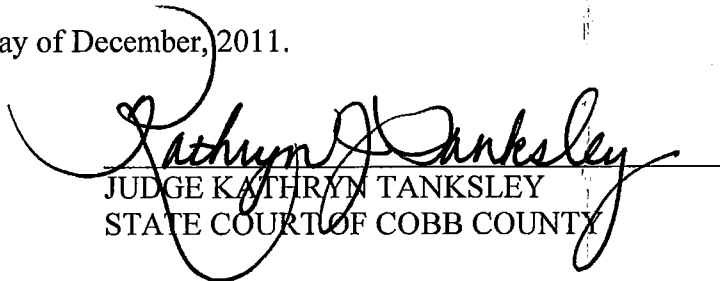
11.

Nothing in this Order will prejudice either party from seeking amendments broadening or restricting the rights of access to and the use of confidential documents or information, or contesting the designation of a confidential document or qualified person.

12.

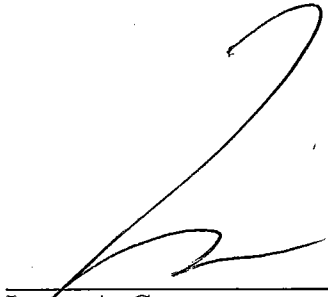
This Order shall remain in force after the completion of this action.

SO ORDERED, this 13 day of December, 2011.


JUDGE KATHRYN TANKSLEY
STATE COURT OF COBB COUNTY

CONSENTED AND AGREED:

Dated: November 11, 2011.

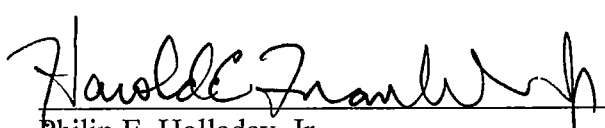


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ATTORNEY FOR PLAINTIFFS

Dated: ~~November 11, 2011.~~

December 15, 2011



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Civil Action No. 2011-A-2652

GENERAL MOTORS LLC and)
THORNTON CHEVROLET, INC.,)

Defendants.)

APPENDIX A TO PROTECTIVE ORDER - AGREEMENT

I, _____, certify that I have read
the Protective Order dated _____, entered in the above-captioned action and further certify
that I fully understand the procedural and substantive requirements of that Protective Order, a
copy of which is attached hereto. Before reviewing or receiving access to any document,
material, information and/or discovery subject to the protection of that Order and as a condition
for such review and/or access, I understand and agree that I am personally bound by and subject
to all of the terms and provisions of the Order. I subject myself to the jurisdiction and venue of
said Court for purposes of enforcement of the Order.

(signature)

(print name)

Sworn to and subscribed before me this ____ day of _____, 2011.

Notary Public