

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

IN RE: AT&T, INC. CUSTOMER DATA  
SECURITY BREACH LITIGATION

Case No. 3:24-cv-00757-E

MDL DOCKET NO. 3:24-md-03114-E

*This Document Relates To All Cases*

**CASE MANAGEMENT ORDER # 10**

**AGREED PROTECTIVE ORDER**

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**I. Proceedings and Information Governed**

1. This Order (“Protective Order”) is made under FED. R. CIV. P. 26(c). It governs all information including Hard Copy Documents, Electronic Documents or Data, and Electronically Stored Information (ESI) furnished by any Party to any other Party, and it includes any non-Party who receives a subpoena in connection with this action (collectively, “Litigation Records”). Capitalized terms not defined herein shall have the meaning ascribed thereto in the Stipulated Protocol and Order for Discovery of Documents and Electronically Stored Information (“ESI Protocol Order”) entered in this Litigation. The information protected includes, but is not limited to: answers to interrogatories; answers to requests for admission; responses to requests for production of documents; deposition transcripts and videotapes; deposition exhibits; and other writings or things produced, given or filed in this action that are designated by a Party as “Confidential Information” or “Confidential Attorney Eyes Only Information” in accordance with the terms of this Protective Order, as well as to any copies, excerpts, abstracts, analyses, summaries, descriptions, or other forms of recorded information containing, reflecting, or disclosing such information.

**II. Designation and Maintenance of Information**

2. For purposes of this Protective Order:

- (a) the “Confidential Information” designation means that the document is comprised of trade secrets or commercial information that is not publicly known (*e.g.*, publicly available documents, information from public records, content on public websites, news articles, press releases, third party publications, regulatory guidelines, and government reports), and is of technical or commercial advantage to its possessor, in accordance with FED. R. CIV. P. 26(c)(1)(G); Plaintiffs’ individual information, including, payment card numbers, financial account numbers,

health insurance account number, social security numbers, addresses, phone numbers, email addresses, driver's license numbers or other state identification numbers, employer identification numbers, tax identification numbers, passport numbers, or a foreign government equivalent of any of these numbers or identifiers, usernames, passwords, or other information that may be used to access a person's financial accounts, medical history, or employment records; or other information required by law or agreement to be kept confidential; and

- (b) the "Confidential Attorney Eyes Only" designation means that the document is comprised of information that the Producing Party deems especially sensitive, disclosure of which may result in serious harm that cannot be avoided by less restrictive means, which may include, but is not limited to, confidential research and development, financial, technical (including but not limited to system and IT architecture, source code, design, structure, or other technical specifications), marketing, business or strategic plans, any other sensitive trade secret information, or information capable of being utilized for the preparation or prosecution of a patent application dealing with such subject matter.

Confidential Information and Confidential Attorney Eyes Only Information does not include, and this Protective Order does not apply to, information that is already in the knowledge or possession of the Party to whom disclosure is made unless that Party is already bound by agreement not to disclose such information, or information that has been disclosed to the public or third persons in a manner making such information no longer confidential. The Producing Party shall act in good faith when designating Litigation Records as "Confidential" or "Confidential Attorney Eyes Only" under the terms of this Protective Order. Subject to the provisions of the ESI Protocol Order entered in this Litigation, Litigation Records produced during the course of this Litigation within the scope

of paragraph 2(a) above, may be designated by the Producing Party as containing Confidential Information by, wherever possible, placing on each file or page a legend or label which shall not in any manner cover up, overlap upon, obscure, or otherwise conceal any text, picture, drawing, graph, or other communication or depiction in the document, and in certain instances, designation within a file name and/or metadata if feasible and as practicable, substantially as follows:

**CONFIDENTIAL INFORMATION SUBJECT TO PROTECTIVE ORDER**

3. Subject to the provisions of the ESI Protocol Order entered in this Litigation, Litigation Records produced during the course of this Litigation within the scope of paragraph 2(b) above may be designated by the Producing Party as containing Confidential Attorney Eyes Only Information by, wherever possible, placing on each file or page a legend or label which shall not in any manner cover up, overlap upon, obscure, or otherwise conceal any text, picture, drawing, graph, or other communication or depiction in the document, and in certain instances, designation within a file name and/or metadata if feasible and as practicable, substantially as follows:

**CONFIDENTIAL ATTORNEY EYES ONLY INFORMATION SUBJECT TO PROTECTIVE ORDER**

4. A Party may designate information disclosed at a deposition as Confidential Information or Confidential Attorney Eyes Only Information by requesting the reporter to so designate the transcript or any portion of the transcript at the time of the deposition. If no such designation is made at the time of the deposition, any Party will have twenty-one (21) calendar days after the date of receiving the rough draft of the deposition to designate, in writing to the other Parties and to the court reporter, whether the transcript is to be designated as Confidential Information or Confidential Attorney Eyes Only Information. If no such designation is made at the deposition or within this twenty-one (21) calendar day period (during which period, the transcript must be treated as Confidential Attorney Eyes Only Information, unless the disclosing Party consents to less confidential treatment of the information), the entire deposition will be

considered devoid of Confidential Information or Confidential Attorney Eyes Only Information. Each Party and the court reporter must attach a copy of any final and timely written designation notice to the transcript and each copy of the transcript in its possession, custody or control, and the portions designated in such notice must thereafter be treated in accordance with this Protective Order. It is the responsibility of counsel for each Party to maintain materials containing Confidential Information or Confidential Attorney Eyes Only Information in a secure manner and appropriately identified so as to allow access to such information only to such persons and under such terms as is permitted under this Protective Order.

### **III. Inadvertent Failure to Designate**

5. The inadvertent failure to designate any information as confidential will not be deemed to waive a later claim as to its confidential nature, or to stop the Producing Party from designating such information as confidential at a later date in writing and with particularity. The information must be treated by the Receiving Party as confidential from the time the Receiving Party is notified in writing of the change in the designation. Notwithstanding the foregoing, the Parties agree that all arguments pertaining to waiver, timing, and prejudice remain available to the Receiving Party regarding any document or testimony not designated as Confidential Information or Confidential Attorney Eyes Only Information at the time of production.

### **IV. Challenge to Confidential Designations**

6. A Receiving Party may challenge a Producing Party's confidential designation at any time. Any Receiving Party disagreeing with a designation shall identify in writing each document (identified by bates number or, in the case of testimony, deposition page and line)-challenged and request in writing that the Producing Party change the designation.

7. For challenges involving documents previously produced in this Litigation by a Party in this Litigation, which were originally produced without confidential designations, the Producing Party shall have ten (10) business days after receipt of a challenge (or any time agreed to by the Parties) to advise the

Receiving Party whether or not it will change the designation.

8. For challenges involving up to 100 documents, the Producing Party shall have twenty (20) days to respond. However, the challenging Party shall not use this provision to make multiple challenges of up to 99 challenged documents within the same thirty-day period.

9. For challenges involving more than 100 documents, the Producing Party shall have thirty (30) days to respond.

10. If the Parties are unable to reach agreement regarding the confidentiality of the challenged documents after the expiration of the applicable timeframes set forth above, including any extension of time agreed to by the Parties, and after the conference required under LR 7.1(a), the Receiving Party may at any time thereafter seek an order to alter the confidential status of the designated information. If such application is made, the designating Party bears the burden of establishing that the confidential designation is proper. In the first instance, the Special Masters will resolve disputes regarding confidentiality designations under this Order. If a Special Master determines it would be useful, the Special Master may ask the Parties for a conference to resolve the dispute informally before the submission of any briefing. If the Parties and the Special Masters are unable to resolve the dispute, they will promptly negotiate and agree to a briefing schedule including page limits depending on the number of documents being challenged. After briefing is complete, the Special Master will promptly issue an order, report, or recommendation addressing the dispute.

11. A Party may file objections to--or a motion to adopt or modify--the Special Master's order, report, or recommendation no later than twenty-one (21) days from the date that order, report or recommendation is served. The Party filing an objection or motion must also file the relevant record if not filed by the Special Master with his order, report, or recommendation. Unless a different schedule is set by the Court, the responding Party must file any written response within ten (10) days after the objection or motion is filed.

12. Until any dispute under this section is ruled upon by the presiding judge, the designation will remain in full force and effect, and the information will continue to be accorded the confidential treatment

required by this Protective Order.

**V. Disclosure and Use of Confidential Information**

13. Information designated as Confidential Information or Confidential Attorney Eyes Only Information may only be used for purposes of preparation, trial, and appeal of this action. Confidential Information or Confidential Attorney Eyes Only Information may not be used under any circumstances for prosecuting any patent application, for patent licensing, or for any other purpose.

14. Subject to paragraph 16 below, Confidential Information may be disclosed by the Receiving Party only to the following individuals, provided that such individuals are informed of the terms of this Protective Order:

- (a) the Court, including employees, judges, magistrates, secretaries, and special masters appointed in this action, stenographic reporters, staff, transcribers and all other personnel necessary to assist the Court in its function, and the jury;
- (b) the Receiving Party and its employees, officers, directors, representatives, members, and affiliates who are required in good faith to provide assistance in the conduct of this Litigation, including any settlement discussions;
- (c) in-house counsel for the Receiving Party;
- (d) outside counsel for the Receiving Party;
- (e) supporting personnel employed by (c) and (d), such as paralegals, legal secretaries, data entry clerks, legal clerks, and private photocopying services;
- (f) any persons requested by counsel to furnish services such as document coding, image scanning, mock trial, jury profiling, translation services, court reporting services, demonstrative exhibit preparation, or the creation of any computer database from documents;

- (g) experts or consultants, including associated personnel necessary to assist experts in the action to whom disclosure is reasonably necessary;
- (h) any mediators or arbitrators, including their necessary staff, engaged by the Parties or appointed in this action by the Court for settlement purposes;
- (i) persons from whom deposition testimony is taken or scheduled to be taken in this action;
- (j) the persons who authored, created, or contributed to the preparation of the containing the Confidential Information, or who are shown on the face of the Confidential Information, or through other documentary or testimonial evidence, to be an original author or recipient of the Confidential Information; and
- (k) a Party's insurer and its staff who have responsibility for insurer's obligations in connection with this Litigation.

15. Subject to paragraph 16 below, Confidential Attorney Eyes Only Information may be disclosed by the Receiving Party only to the following individuals, provided that such individuals are informed of the terms of this Protective Order:

- (a) the Court, including employees, judges, magistrates, secretaries, and special masters appointed in this action, stenographic reporters, staff, transcribers and all other personnel necessary to assist the Court in its function, and the jury;
- (b) outside counsel for the Receiving Party;
- (c) in-house counsel for the Receiving Party;
- (d) supporting personnel employed by outside counsel, such as paralegals, legal secretaries, data entry clerks, legal clerks, private photocopying services;
- (e) experts or consultants, including associated personnel necessary to assist experts in the action to whom disclosure is reasonably necessary;



- (f) any mediators or arbitrators, including their necessary staff, engaged by the Parties or appointed in this action by the Court for settlement purposes;
- (g) persons from whom deposition testimony is taken or scheduled to be taken in this action;
- (h) the persons who authored, created, or contributed to the preparation of the containing the Confidential Attorney Eyes Only Information, or who are shown on the face of the Confidential Attorney Eyes Only Information, or through other documentary or testimonial evidence, to be an original author or recipient of the Confidential Attorney Eyes Only Information;
- (i) a Party's insurer and its staff who have responsibility for the insurer's obligations in connection with this Litigation; and
- (j) those individuals designated in paragraph 9(c).

16. Further, prior to disclosing Confidential Information or Confidential Attorney Eyes Only Information to a Receiving Party's proposed expert or, consultant, the Receiving Party must obtain and maintain a signed Certificate of Acknowledgement of Agreed Protective Order in the form attached as Exhibit A, the resume or curriculum vitae of the proposed expert or consultant, the expert or consultant's business affiliation, and any current and past consulting relationships in the industry.

17. Counsel is responsible for the adherence by third-party vendors to the terms and conditions of this Protective Order. Counsel may fulfill this obligation by obtaining a signed Certificate of Acknowledgement of Agreed Protective Order in the form attached as Exhibit A.

18. In addition to the terms above, Confidential Information or Confidential Attorney Eyes Only Information may be disclosed to a person who is not already allowed access to such information under this Protective Order if:

- (a) the information was previously received or authored by the person or was authored or received by a director, officer, employee or agent of the company for which the person is testifying as a designee under FED. R. CIV. P. 30(b)(6);
- (b) the designating Party is the person or is a Party for whom the person is a director, officer, employee, consultant or agent; or
- (c) counsel for the Party designating the material agrees that the material may be disclosed to the person.

In the event of disclosure under this paragraph, only the reporter, the person, his or her counsel, the presiding judge, and persons to whom disclosure may be made and who are bound by this Protective Order, may be present during the disclosure or discussion of Confidential Information or Confidential Attorney Eyes Only Information. Disclosure of material pursuant to this paragraph does not constitute a waiver of the confidential status of the material so disclosed.

#### **VI. Non-Party Information**

19. The existence of this Protective Order must be disclosed to any person producing documents, tangible things, or testimony in this action who may reasonably be expected to desire confidential treatment for such documents, tangible things or testimony. Any such person may designate documents, tangible things, or testimony confidential pursuant to this Protective Order.

#### **VII. Filing Documents with the Court**

20. If any Party wishes to submit Confidential Information to the court, the submission must be filed only in a sealed envelope bearing the caption of this action and a notice in the following form:

**CONFIDENTIAL INFORMATION**  
***In RE: AT&T, Inc. Customer Data Security Breach Litigation,***  
**Civil Action No. 3:24-cv-00757-E**  
**United States District Court for the Northern District of Texas, Dallas Division**  
This envelope, which is being filed under seal, contains documents that are  
subject to a Protective Order governing the use of confidential discovery material.

21. If the Parties desire for the documents to be filed under seal, they must comply with the Court's Standing Order on Filing Materials Under Seal, which the Court shall issue by separate order.

#### **VIII. Security**

22. Any Receiving Party in possession of Confidential Information or Confidential Attorney Eyes Only Information shall establish reasonable internal procedures designed to ensure such Confidential Information or Confidential Attorney Eyes Only Information is not accessed by or disseminated to unauthorized individuals.

23. A Receiving Party may not upload or input any Confidential Information and Confidential Attorney Eyes Only Information, including excerpts from such materials, into any open-source web-based generative artificial intelligence system (e.g. ChatGPT, Google Bard, etc.). A Receiving Party may utilize document review systems that utilize artificial intelligence within a closed, limited, secure universe that is not an open-source web-based generative artificial intelligence system. The obligations and restrictions of this paragraph apply even where the Confidential Information and Confidential Attorney Eyes Only Information has been anonymized.

24. Any Receiving Party in possession of Confidential Information or Confidential Attorney Eyes Only Information shall ensure any document review platform utilized, and any vendor supporting such system if not supported internally, maintains reasonable administrative, technical, and physical safeguards designed to protect the security and confidentiality of such Confidential Information or Confidential Attorney Eyes Only Information, protect against any reasonably anticipated threats or hazards to the security of such Confidential Information or Confidential Attorney Eyes Only Information, and protect against unauthorized access to or use of such Confidential Information or Confidential Attorney Eyes Only Information.

25. If a Receiving Party discovers a breach of security, including any actual or suspected

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unauthorized access, to Confidential Information or Confidential Attorney Eyes Only Information subject to this Protective Order (“Security Incident”), they shall: (1) notify the Producing Party of such Security Incident; (2) investigate and take reasonable efforts to remediate the effects of the Security Incident; and (3) provide sufficient information about the Security Incident such that the Producing Party can reasonably ascertain the scope of the Security Incident as it relates to the Confidential Information and/or Confidential Attorney Eyes Only Information. The Receiving Party agrees to cooperate with the Producing Party or law enforcement in investigating any such Security Incident. In any event, the Receiving Party shall promptly take all necessary and appropriate corrective action to terminate the unauthorized access.

26. Nothing herein shall preclude the Producing Party from asserting legal claims or constitute a waiver of legal rights and defenses in the event of litigation arising out of the Receiving Party’s failure to appropriately protect Confidential Information or Confidential Attorney Eyes Only Information from unauthorized disclosure.

#### **IX. No Prejudice**

27. Producing or receiving Confidential Information or Confidential Attorney Eyes Only Information, or otherwise complying with the terms of this Protective Order, will not:

- (a) operate as an admission by any Party that any particular Confidential Information or Confidential Attorney Eyes Only Information contains or reflects trade secrets or any other type of confidential or proprietary information;
- (b) prejudice the rights of a Party to object to the production of information or material that the Party does not consider to be within the scope of discovery;
- (c) prejudice the rights of a Party to seek a determination by the presiding judge that particular materials be produced;
- (d) prejudice the rights of a Party to apply to the presiding judge for further

protective orders; or

- (e) prevent the Parties from agreeing in writing to alter or waive the provisions or protections provided for in this Protective Order with respect to any particular information or material.

#### **X. Conclusion of Litigation**

28. Within ninety (90) calendar days after final judgment in this action, including the exhaustion of all appeals, or within ninety (90) calendar days after dismissal pursuant to a settlement agreement, each Party or other person subject to the terms of this Protective Order is under an obligation to destroy or return to the Producing Party all materials and documents containing Confidential Information or Confidential Attorney Eyes Only Information, and to certify to the Producing Party that this destruction or return has been done. However, outside counsel for any Party is entitled to retain all court papers, trial transcripts, exhibits, and attorney work provided that any such materials are maintained and protected in accordance with the terms of this Protective Order.

#### **XI. Other Proceedings**

29. By entering this Protective Order and limiting the disclosure of information in this case, the presiding judge does not intend to preclude another court from finding that information may be relevant and subject to disclosure in another case. Any person or Party subject to this Protective Order who may be subject to a motion to disclose another Party's information designated Confidential Information or Confidential Attorney Eyes Only Information pursuant to this Protective Order must promptly notify that Party of the motion so that the Party may have an opportunity to appear and be heard on whether that information should be disclosed.

#### **XII. Remedies**


30. It is Ordered that this Protective Order will be enforced by the sanctions set forth in

FED. R. CIV. P. 37(b) and any other sanctions as may be available to the presiding judge, including the power to hold Parties or other violators of this Protective Order in contempt. All other remedies available to any person injured by a violation of this Protective Order are fully reserved.

31. This Protective Order may be modified by agreement of the Parties, subject to approval by the Court.

32. Any Party may petition the presiding judge for good cause shown if the Party desires relief from a term or condition of this Protective Order.

**SO ORDERED: December 9, 2024.**

  
\_\_\_\_\_  
ADA BROWN  
UNITED STATES DISTRICT JUDGE

**EXHIBIT A**

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

**IN RE: AT&T, INC. CUSTOMER DATA  
SECURITY BREACH LITIGATION**

Case No. 3:24-cv-00757-E

MDL DOCKET NO. 3:24-md-03114-E

*This Document Relates To All Cases*

**CERTIFICATE OF ACKNOWLEDGEMENT OF AGREED PROTECTIVE ORDER**

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

Pursuant to 28 U.S.C. § 1746, I, \_\_\_\_\_, declare that I have been provided a copy of and have read the Agreed Protective Order (“Protective Order”) entered in the above-referenced civil action. I agree to abide by the Protective Order and therefore agree not to reveal or otherwise communicate or disclose to any person or entity, or use, any of the documents or information designated as Confidential Information or Confidential Attorney Eyes Only Information in the above-styled action that are disclosed to me, except in accordance with the terms of the Protective Order. I acknowledge and understand that any violation of the Protective Order may be punishable by contempt of Court or result in civil liability, or both, and irrevocably submit to the jurisdiction of this Court for all matters relating to such Protective Order. I declare that the statements made and information provided in this Certificate of Acknowledgement of Agreed Protective Order are true and correct.

**EXHIBIT A**

I declare under penalty of perjury that the foregoing is true and correct. My name is \_\_\_\_\_, my date of birth is \_\_\_\_\_, and my address is \_\_\_\_\_. I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Signature of Declarant