

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

IN RE: T-MOBILE CUSTOMER DATA)	
SECURITY BREACH LITIGATION,)	MDL No. 3019
)	
)	Master Case No. 4:21-MD-03019-BCW
ALL ACTIONS)	

PROTECTIVE ORDER

Consistent with the Court’s rulings, the parties’ agreements, and for good cause shown, the Court hereby enters the following Protective Order in this case.

A. Preamble.

The parties in the above-captioned case agree to the following:

1. Discovery in this case may involve the disclosure of certain documents, things, and information that are in the Parties’ or Non-Parties’ possession, custody, or control and that one or more of the Parties or Non-Parties claims constitute or contain confidential commercial or personal information within the meaning of Rule 26(c) of the Federal Rules of Civil Procedure;
2. The Parties and Non-Parties have legitimate interests in protecting that information from public disclosure and may suffer injury if the confidentiality of their information is not maintained;
3. The Parties, through counsel, have agreed to this Protective Order to advance the resolution of this case and to prevent disclosure of their confidential information to the public and actual or potential competitors; and
4. The Parties, through counsel, stipulate that there is good cause for the Court to enter this Protective Order under Rule 26(c) to safeguard against improper use or disclosure of Protected Material that the Parties produce or otherwise provide to another person in this case.

B. Definitions.

5. The words in this Protective Order will have their normally accepted meanings.
 - a. Action: The cases coordinated or consolidated for pre-trial proceedings in the multidistrict litigation captioned In re: T-Mobile Customer Data Security Breach Litigation, MDL No. 3019, Master Case No. 4:21-MD-3019-BCW (W.D. Mo.).
 - b. Party: Named Plaintiffs, Defendants, and if any class is certified, the absent class members.
 - c. Non-Party: Any individual or entity that is not a Party to the Action.
 - d. Outside Counsel: Attorneys who have been retained to represent or advise a Party or Non-Party in connection with the subject-matter of this Action. The term “Outside Counsel” includes associates, employees, and support staff of Outside Counsel’s law firm.
 - e. In-House Counsel: Attorneys who are employees of a Party or Non-Party, including their support staffs.
 - f. Discovery Material: All items or information, regardless of the medium or manner in which it is generated, stored, or maintained, which is produced, given, or exchanged by and among the Parties and any Non-Parties to this Action—whether by formal process, agreement, or otherwise. The term “Discovery Material” includes but is not limited to documents, electronically stored information, transcripts, deposition testimony, deposition exhibits, information, tangible things, and information disclosed or produced in response to requests for production of documents, interrogatories, requests for admissions, or site inspections.

- g. “Confidential Information”: All items or information, regardless of how it is generated, stored, or maintained, that is not in the public domain and contains personally identifiable information for individuals, including Plaintiffs, absent class members, or employees of Defendants, confidential and proprietary business information, and any other information that may reasonably be characterized by a Party as requiring confidential treatment to protect a legitimate business or other interest. Confidential Information may include but is not limited to marketing documents, customer lists, risk-management documents, documents concerning business relationships with other entities, personal financial information, personal identifying information of the type described in Fed. R. Civ. P. 5.2, other personally or competitively sensitive information, information received in confidence from third parties, and any other material that is confidential pursuant to applicable law, including trade secrets. Confidential Information also includes any copies or reproductions, excerpts, or other documents or media that contain Confidential Information as defined above.
- h. “Highly Confidential – Attorneys’ Eyes Only Information”¹: Highly Confidential – Attorneys’ Eyes Only Information shall refer to²: (1) personally identifiable information, including private financial information; or (2) highly sensitive, non-public information related to T-Mobile’s information security, including but not limited to network schematics and configurations; security and encryption settings,

¹ This Protective Order sometimes shortens this phrase to “Highly Confidential Information.”

² Even if information is designated as Highly Confidential – Attorneys’ Eyes Only, such designation does not prevent Plaintiffs’ counsel from sharing with the individual, named Plaintiffs their own personally identifiable information to the extent produced by T-Mobile or the pleadings and briefing in this case. Moreover, nothing in this order prevents Plaintiffs’ counsel from telling the individual, named Plaintiffs, at a general level, about information that is reasonably necessary to advise their clients.

requirements, and specifications; IP addresses; engineering specifications; and other technical details or specifications relating to the security of T-Mobile's networks and systems. Highly Confidential Information shall include any copies, reproductions, derivations, abstracts, excerpts, summaries, compilations, analyses of, or other documents or media that contain Highly Confidential Information.

- i. Protected Material: Discovery Material designated as "Confidential" or "Highly Confidential – Attorneys' Eyes Only." Protected Material does not include information that (i) was lawfully in a Receiving Party's possession before that Party received it under this Protective Order, (ii) was or is lawfully obtained from another person or entity not under an obligation of secrecy to the Designating Party or to any Party claiming ownership of the Confidential Information or Highly Confidential Information, or (iii) is exempted from this Protective Order by the written consent of the Party owning the Confidential or Highly Confidential Information.
- j. Producing Party: A Party or Non-Party that produces, discloses, or provides Discovery Material in the Action.
- k. Qualified Person: A person who may receive Confidential Information under Paragraph 24 of this Protective Order or Highly Confidential Information under Paragraph 25.
- l. Receiving Party: A Party or Non-Party that receives Discovery Material from a Producing Party in the Action.

- m. Designating Party: A Party or Non-Party that designates Discovery Material as “Confidential Information” or “Highly Confidential – Attorneys’ Eyes Only Information.”
- n. Challenging Party: A Party or Non-Party that challenges or objects to the designation of information or items under this Protective Order.

C. Scope.

6. This Protective Order governs the Parties, Producing Parties, Receiving Parties, Designating Parties, Challenging Parties, and any other person or entity who receives Protected Material under this Protective Order.

7. This Protective Order governs the use of Protected Material. The Designating Party bears the burden of establishing the confidentiality of all Protected Material. All Protected Material exchanged or received under this Protective Order may be used by the Receiving Parties solely for this Action. It must not be used by the Receiving Parties for any other purpose, and it must not be disclosed by the Receiving Parties to anyone other than those Qualified Persons listed in Paragraphs 24 and 25. Nothing in this Protective Order restricts a recipient permitted to receive Protected Material from making working copies, abstracts, digests, and analyses of the Protected Material for use in connection with this Action, but those working copies, abstracts, digests, or analyses will retain the same level of protection under this Protective Order as the Protected Material to which they pertain.

8. Nothing in this Protective Order restricts a Qualified Person from converting or translating Protected Material into machine-readable form for incorporation into a data-retrieval system, so long as access to that information, in whatever form stored or reproduced, is limited to Qualified Persons.

9. Nothing in this Protective Order prevents or restricts Outside Counsel from rendering advice to their clients, excepting that in advising or communicating with clients, counsel must not disclose any Protected Material to their clients except in accordance with this Protective Order.

10. Nothing in this Protective Order and no action taken pursuant to it will prejudice any Party's right to contest the alleged authenticity, relevancy, privilege, admissibility, or discoverability of any Protected Material.

11. Nothing in this Protective Order affects any Party's or person's right to object to any discovery request or assert any privilege, immunity, or protective doctrine. By the same token, nothing in this Protective Order requires the production of any information or communication that a Party contends is protected from disclosure by the attorney-client privilege, work-product doctrine, or any other privilege, protection, or immunity from disclosure.

12. Nothing in this Protective Order restricts the use or disclosure by a Party or Non-Party of its own documents or information.

D. Designating Protected Material.

13. The Designating Party must designate Protected Material by affixing the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each page of each document that contains Protected Material. The legend must not cover up, overlap upon, obscure, or otherwise conceal any text, picture, drawing, graph, or other communication or depiction in the document. Documents produced in native form shall have a slip sheet stating that the document has been produced in native form. The slip sheet shall include the appropriate confidentiality designation, and the produced document name shall include the appropriate confidentiality designation (e.g. if an excel spreadsheet is produced, the native file would be labeled Bates Number – Confidentiality Designation).

14. Except as otherwise provided in this Protective Order (e.g., Paragraph 17) or as otherwise stipulated or ordered, a Party designating Discovery Materials must do so by the time that it produces or discloses those materials. The designation or failure to designate materials as Protected Material at the time of production or otherwise shall not be determinative of that material's status as trade secret, proprietary, or confidential information.

15. For any deposition, a Party or Non-Party may designate specific pages or lines as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" by designating those pages or lines on the record at the deposition or by serving those designations within 30 days after receipt of the final transcript of the deposition in which the Protected Material is disclosed. The Parties must treat all deposition transcripts as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" for 30 days following receipt of the final transcript. The use of a document as an exhibit at a deposition will not affect its designation as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

16. The Parties and their counsel must designate material as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" only if they believe in good faith that the material contains information properly designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

17. If at any time before the final judgment in this Action a Party or Non-Party realizes that previously un-designated or under-designated documents or other information should be designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" (including documents in which the Designating Party has a confidentiality interest that are produced by another Party or Non-Party), the Party or Non-Party may designate the materials by advising all Receiving Parties in writing. The designated documents or information will then

be treated accordingly under this Protective Order. Upon written receipt of the designation, the Receiving Parties and other persons subject to this Protective Order must take reasonable and appropriate action to notify all recipients of the Discovery Material about the protected status of the newly designated Protected Material and to retrieve the newly designated Protected Material from any person who is no longer permitted by this Protective Order to have such information.

18. No Receiving Party shall be under any obligation to object to the designation or re-designation of any document at the time such designation is made or at any time thereafter. No Receiving Party shall, by failure to object, be found to have acquiesced or agreed to any designation.

19. A Party's or Non-Party's designations under this Protective Order shall not be considered as evidence or used as evidence. The fact that any Party or Non-Party has designated information under this Protective Order shall also not be used to support any claim or defense.

E. Treatment and use of Protected Material.

20. All Protected Material must be used solely for the purpose of this Action, and no person receiving that material may, directly or indirectly, transfer, use, disclose, or communicate in any way the contents of the material to any person other than those permitted in Paragraphs 24 and 25. Prohibited purposes include but are not limited to the use of Protected Material in any litigation or proceeding other than in the Action, or use for commercial or competitive purposes.

21. Outside Counsel who discloses Protected Material to a Qualified Person must take all necessary steps to ensure that all Qualified Persons receiving Protected Material abide by the terms of this Protective Order and maintain it in a protected and secure manner, with access restricted at all times to Qualified Persons.

22. Before Outside Counsel discloses Protected Material to anyone—except the persons identified in Paragraphs 24(a), (b), (c), (g),³ (h), and (i) and Paragraphs 25(a), (b), (c), (g),⁴ (h), and (i)—counsel must obtain from that person a certification in the form attached as Exhibit A. Counsel must maintain the originals of the certifications that those persons signed.

23. A Receiving Party that learns that Protected Material has been disclosed to unauthorized persons must promptly use its best efforts to remedy the disclosure; it must promptly (and in no event later than five business days after discovery) notify the Producing Party and Designating Party of the scope and nature of the disclosure; it must inform the persons to whom unauthorized disclosures were made of all the terms of this Protective Order; and it must take reasonable steps to require those persons to execute the certification that is attached as Exhibit A.

F. Disclosure of Confidential Information.

24. Confidential Information may be disclosed only to the following Qualified Persons:
- a. the Court, including employees, judges, secretaries, special masters appointed in the Action, stenographic reporters, staff, transcribers, all other personnel necessary to assist the Court in its function, and the jury;
 - b. the Parties, including Plaintiffs, In-House Counsel of a Party, and any Party's director, officer, or employee involved in the prosecution or defense of this Action;
 - c. Outside Counsel for the Parties, including all partners and associate attorneys of such counsel's law firms who are assisting in connection with the subject-matter of the Action, as well as any other counsel and support personnel of such counsel who

³ The Parties agree that they must obtain a signed copy of Exhibit A from the point person for any vendor in the business of supporting computerized or electronic discovery or trial preparation. The parties also agree that court reporters, stenographers, and printing or copying vendors do not need to sign Exhibit A.

⁴ The Parties agree that they must obtain a signed copy of Exhibit A from the point person for any vendor in the business of supporting computerized or electronic discovery or trial preparation. The Parties agree that court reporters, stenographers, and printing or copying vendors do not need to sign Exhibit A.

may be assisting Outside Counsel for the Parties in the Action, and all clerks, employees, independent contractors, consultants, investigators, paralegals, assistants, secretaries, staff and stenographic, computer, audio-visual and clerical employees and agents thereof when operating under the supervision of such partners and associate attorneys;

- d. consulting or testifying experts, including associated personnel necessary to assist experts in the Action;
- e. vendors that are retained by a Party or its counsel to provide technical services, expert or investigative services, or jury or trial-consulting services;
- f. mock jurors or focus-group members;
- g. litigation-support-services vendors engaged by a Party or its counsel, including outside copying services, court reporters, stenographers, or companies engaged in the business of supporting computerized or electronic discovery or trial preparation, and their employees and subcontractors;
- h. persons who created, authored, or received the Confidential Information;
- i. persons from whom deposition or trial testimony is taken while testifying at deposition or trial, respectively;
- j. the Parties' auditors and insurers;
- k. any mediators or arbitrators, including their necessary staff, engaged by the Parties or appointed in the Action by the Court for settlement purposes;
- l. any person who is authorized to receive Confidential Information by Court order, by written agreement of the Designating Party, or by verbal agreement of the Designating Party on the record at a deposition or Court hearing.

G. Disclosure of Highly Confidential – Attorneys’ Eyes Only Information.

25. Highly Confidential – Attorneys’ Eyes Only Information may be disclosed only to the following Qualified Persons:⁵

- a. the Court, including employees, judges, magistrates, secretaries, special masters appointed in this Action, stenographic reporters, staff, transcribers, all other personnel necessary to assist the Court in its function, and the jury;
- b. In-House counsel for any Party to whom disclosure is reasonably necessary for this litigation;
- c. Outside Counsel for the Parties, including all partners and associate attorneys of such counsel’s law firms who are assisting in connection with the subject-matter of the Action, as well as any other counsel and support personnel of such counsel who may be assisting Outside Counsel for the Parties in the Action, and all clerks, employees, independent contractors, consultants, investigators, paralegals, assistants, secretaries, staff and stenographic, computer, audio-visual and clerical employees and agents thereof when operating under the supervision of such partners and associate attorneys;
- d. consulting or testifying experts, including associated personnel necessary to assist experts in the Action;
- e. vendors that are retained by a Party or its counsel to provide technical services, expert or investigative services, or jury or trial-consulting services;
- f. mock jurors or focus-group members;

⁵ Information designated as Highly Confidential may also be shared with individual, named Plaintiffs as detailed in footnote 2 *supra* at Paragraph 5(h).

- g. litigation-support-services vendors engaged by a Party or its counsel, including outside copying services, court reporters, stenographers, or companies engaged in the business of supporting computerized or electronic discovery or trial preparation, and their employees and subcontractors;
- h. persons who created, authored, or received the Highly Confidential Information;
- i. persons from whom deposition or trial testimony is taken while testifying at deposition or trial, respectively;
- j. any mediators or arbitrators, including their necessary staff, engaged by the Parties or appointed in this Action by the Court for settlement purposes; and
- k. any person as may be authorized by written agreement by the Designating Party, by order of the Court, or by verbal agreement of the Designating Party on the record at a deposition or Court hearing.

H. Challenging designations.

26. A Challenging Party must give written notice of its specific challenges or objections to the Designating Party on a document-by-document basis.

27. Upon receipt of the written objection, counsel for the Designating Party must, within 15 business days, provide a written response to the Challenging Party explaining the basis for the designation. Per Local Rule 37.1, the Parties must meet and confer within five business days after the written response in good faith to attempt to resolve any dispute without resort to Court intervention. If the Parties cannot resolve the dispute through meet-and-confer discussions, the Parties will email the clerk within five business days after the meet and confer to request a teleconference. At least 24 hours before any dispute conference with the Court, counsel for each Party must submit a position letter by email to the Courtroom Deputy.

28. The document or information that is the subject of the challenge must be treated as originally designated pending resolution of the dispute. If the Court rules that the challenged material is or was incorrectly designated, the Designating Party must reproduce copies of all such materials without the overruled designation at the Designating Party's expense, within 15 business days of the Court's order.

I. Withholding or redacting information.

29. A Party may withhold responsive documents or information only if the document or information is subject to a legally recognized claim of privilege, protection, or immunity from disclosure, including, without limitation, the attorney-client privilege, the work-product doctrine, or the joint-defense privilege. A Party may redact responsive documents or information only if the document or information is subject to a legally recognized claim of privilege or other protection from disclosure, including, without limitation, the attorney-client privilege, the work-product doctrine, or the joint-defense privilege.

J. Privilege.

30. The production of documents or information that is protected from disclosure by the attorney-client privilege, work-product doctrine, or any other privilege, immunity, or protection from disclosure is not a waiver of the privilege, immunity, or other protection in this Action or in any other federal or state proceeding. This Protective Order provides the maximum protection allowed by the Federal Rule of Evidence 502(d),⁶ but nothing in this Protective Order restricts a Receiving Party's right to challenge the Producing Party's claim of privilege, protection, or immunity from disclosure.

⁶ Accordingly, the provisions of Federal Rule of Evidence 502(b) will not apply to the disclosure of documents or information in this Action.

31. The Parties agree that they do not intend to disclose documents or information subject to a legally recognized claim of privilege, protection, or immunity from disclosure, including, without limitation, the attorney-client privilege and the work-product doctrine (“Non-Discoverable Information”). If a Producing Party discovers that it disclosed any Non-Discoverable Information, it must notify the Receiving Parties in writing within 15 days. That disclosure will not constitute a waiver by the Producing Party of any claims of privilege, work-product protection, or any other privilege, protection, or immunity from disclosure. A Receiving Party that discovers or learns that it received Non-Discoverable Information must notify the Producing Party in writing and must promptly (within five business days) return or destroy the document without distributing, disseminating, or reproducing the Non-Discoverable Information, and it must retrieve or destroy the Non-Discoverable Information to the extent that the Non-Discoverable Information has been distributed, disseminated, or reproduced.

32. Nothing in this Protective Order overrides any attorney’s ethical responsibilities to refrain from examining or disclosing materials that the attorney knows or reasonably should know to be privileged or to inform the Producing Party that such materials have been produced.

33. Any Party who has received a notification of disclosure of Non-Discoverable Information from a Producing Party must follow the below procedure to ensure that all copies of Non-Discoverable Information, including but not limited to ESI, are appropriately returned, destroyed, and removed from the Receiving Party’s systems:⁷

- a. locate each recalled document in the document review/production database and delete the record from the database;

⁷ If a Party seeks to claw-back a document that is attached to a deposition transcript, then the Parties will discuss the proper recall or destruction methods to be used.

- b. if there is a native file link to the recalled document, remove the native file from the network path;
- c. if the database has an image load file, locate the document image(s) loaded into the viewing software and delete the image file(s) corresponding to the recalled documents. Remove the line(s) corresponding to the document image(s) from the image load file;
- d. apply the same process to any additional copies of the document or database, where possible;
- e. make reasonable attempts to locate and destroy all other copies of the document, whether in electronic or hardcopy form. To the extent that copies of the document are contained on write-protected media, such as CDs or DVDs, these media must be discarded, with the exception of production media received from the recalling party, which will be treated as described in sub-part (f);
- f. if the document was produced in a write-protected format, the Party seeking to recall the document shall, at its election, either (i) provide a replacement copy of the relevant production from which the document has been removed, in which case the Receiving Party shall discard the original production media; or (ii) allow the Receiving Party to retain the original production media, in which case the Receiving Party shall take steps to ensure that the recalled document will not be used; and
- g. confirm that the recall of Non-Discoverable Information is complete by giving written notice to the party seeking to recall Non-Discoverable Information.

K. Subpoena for Protected Material.

34. If any Receiving Party receives a request to produce Protected Material by subpoena or other compulsory process commanding the production of such information, unless barred by law, the Receiving Party must, as soon as practicable but in any event within three business days: (a) provide a copy of the subpoena or other form of process to the Designating Party; (b) provide a copy of this Protective Order and notify the subpoenaing or requesting party in writing that some or all of the material covered by the subpoena or other compulsory process is subject to this Order; and (c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

35. If the Designating Party timely seeks a protective order, the Receiving Party served with the subpoena or other compulsory process must not produce any information designated in this Action as Protected Material before a determination by the court from which the subpoena or other compulsory process issued, unless the Receiving Party has obtained the Designating Party's permission. Nothing in this Protective Order shall be construed as authorizing or encouraging a Party receiving a subpoena or other compulsory process to disobey a lawful directive from another court.

L. Filing Protected Material.

36. If a Party seeks to file any document containing Protected Material, that Party must take appropriate action to ensure that the document receives proper protection from public disclosure, unless it is the Party's own material, in which case it can waive protection. The mere designation of information as Protected Material pursuant to this Order is insufficient to satisfy the Court's requirements for filing under seal in light of the public's qualified right of access to court dockets. See IDT Corp. v. eBay, 709 F.3d 1220, 1222 (8th Cir. 2013).

- a. If a Party seeks to attach or incorporate its material it has designated as Protected Material and wishes for that material to be sealed, it must file the document containing that material conditionally under seal, which is accomplished by filing the document under seal on CM/ECF (and clearly labeling the face of the material as “filed conditionally under seal”) and by filing a motion to file under seal. The Party may also file a proposed redacted copy of the document if the Party seeks to seal only portions of the filing. The Party should then serve via email the underseal or unredacted version of the document on Co-Lead Interim Class Counsel and Liaison Counsel for Plaintiffs or Counsel of Record for Defendants. Should any Party oppose the sealing, it must file such opposition within seven (7) days, after which the Court will rule on the sealing motion or request the Parties attend a teleconference if necessary.
- b. If a Party seeks to attach or incorporate material designated as Protected Material by another Party or Non-Party, the Designating Party bears the burden of showing that the material should be filed under seal. In such a circumstance, the filing Party shall file the document containing the Protected Material conditionally under seal, which is accomplished by filing the document under seal on CM/ECF and clearly labeling the face of the material as “filed conditionally under seal.” The Party should then serve via email the under-seal or unredacted version of the document on Co-Lead Interim Class Counsel and Liaison Counsel for Plaintiffs or Counsel of Record for Defendants. The Designating Party shall then have seven (7) days to file a motion requesting that the material be maintained under seal or filed in redacted form. Any opposition should be filed seven (7) days thereafter, after which

the Court will rule on the sealing motion or request the Parties attend a teleconference if necessary. If no motion supporting the sealing is filed, the document shall be unsealed by the Clerk after the time for supporting the sealing has expired.

- c. So long as a document or material is filed conditionally under seal as set forth herein on or before the applicable deadline, then the document or material shall be deemed timely filed for purposes of the applicable deadline.
- d. Protected Material will not lose its confidential status solely because it is used in any Court proceeding in this Action.

M. Use of Protected Materials in trial or hearings.

37. Nothing in this Protective Order will be construed to affect the use of any document, material, or information at any trial or hearing. Notwithstanding the foregoing, a Party that intends to present or anticipates that another party may present Confidential or Highly Confidential – Attorneys Eyes Only Information at a hearing or trial must bring that issue to the attention of the Court and the other parties without disclosing the Confidential or Highly Confidential – Attorneys Eyes Only Information. The Court may thereafter make such orders as are necessary to govern the use of such documents or information at the hearing or trial.

N. Survival of obligations.

38. The obligations imposed by this Protective Order will survive the final adjudication of the Action, including after adjudication of any appeals and petitions for extraordinary writs, and after adjudication of any matters related to MDL member cases that may be remanded back to the transferor courts.

39. The Court will retain jurisdiction to enforce this Protective Order and to make any amendments, modifications, deletions, and additions that the Court deems appropriate.

O. Disposal of Protected Material.

40. Within 60 business days of the termination of the Action, including any and all appeals and the termination of any matters related to MDL member cases that may be remanded back to the transferor courts, every person that received Protected Material under this Order must either destroy all documents designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” and all copies, excerpts, and summaries of those documents, or they must return those documents to the Producing Party.

41. Notwithstanding the foregoing, Outside Counsel for each Party may retain all pleadings, briefs, memoranda, discovery responses, deposition transcripts, deposition exhibits, expert reports, motions, and other documents filed with the Court that refer to or incorporate Protected Material. Outside Counsel does not need to destroy attorney work-product materials that contain Protected Material, but if those materials are not destroyed, the persons in possession of the attorney work-product will continue to be bound by this Order with respect to all such retained information.

P. Non-Parties.

42. When serving subpoenas on non-parties, the Parties shall include a copy of this Protective Order. Non-Parties who produce information in this Litigation may avail themselves of this Confidentiality Order. When a Non-Party produces documents in accordance with a subpoena issued in this Action, any Party may—within a reasonable time after receipt of the produced documents—designate those documents as Confidential Information or Highly Confidential Information.

Q. Modification of this Order.

43. Nothing in this Protective Order prohibits the Parties from agreeing to modify any provision of this Order or seeking relief from the Court. Nor does anything in this Protective Order or any Party's compliance with the Protective Order waive any Party's rights under applicable law.

IT IS SO ORDERED.

DATE: June 8, 2022

/s/ Brian C. Wimes
JUDGE BRIAN C. WIMES
UNITED STATES DISTRICT COURT

EXHIBIT A

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

**In re: T-Mobile Customer Data Security Breach
Litigation**

This Document Relates to: All Actions

Civil Action No. 4:21-md-3019-BCW

MDL No. 3019

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

Name: _____

Company/Firm Affiliation: _____

Address: _____

I certify that I have read the attached Protective Order entered in the above-captioned case and that I agree to be bound by its terms. I understand and acknowledge that failure to comply could expose me to sanctions and punishment, including contempt. I acknowledge that I cannot use any of the information that is the subject of this Protective Order for any other purpose except as set forth in this Protective Order. I will use reasonable measures to control duplication of, access to, and distribution of Confidential Information and Highly Confidential Information, as defined in the Order, and I will not reveal Confidential Information or Highly Confidential Information to or discuss it with any person who is not entitled to receive it.

I also understand and agree that damages for violation of the Protective Order are not an adequate remedy and that the appropriate remedy includes injunctive relief. I agree that the United States District Court for the Western District of Missouri has jurisdiction to enforce the Protective Order. I consent to the personal jurisdiction of that Court in an action to enforce the Protective Order.

Signature

Date