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6 UNITED STATES DISTRICT COURT  
7 SOUTHERN DISTRICT OF CALIFORNIA  
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9 Beatriz TIJERINA,  
10 Plaintiff,  
11 v.  
12 ALASKA AIRLINES, INC.,  
13 Defendant.  
14

Case No.: 22-cv-00203-JLS-BGS

**ORDER GRANTING ENTRY OF  
STIPULATED PROTECTIVE  
ORDER AS MODIFIED<sup>1</sup>**

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16 The parties request entry of their stipulated protective order. (*See* ECF No. 19.) The  
17 Court enters the Protective Order as follows: The Court recognizes that at least some of the  
18 documents and information (“materials”) being sought through discovery in the above-  
19 captioned action are, for competitive and privacy, medical, or financial reasons, normally  
20 kept confidential by the parties. The parties have agreed to be bound by the terms of this  
21 Protective Order (“Order”) in this action.  
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23 <sup>1</sup> Paragraph 13 was added to the parties’ proposed Protective Order to fully comply with Judge Skomal’s  
24 Chambers’ Rule VI(A)(4) regarding how the parties should file documents under seal and what the parties  
25 shall do if an application to file a document under seal is granted. Paragraph 28 has been added to the  
26 parties’ proposed Protective Order to fully comply with Judge Skomal’s Chambers’ Rule VI(A)(3)  
27 regarding the relation to any court or local rules. The parties’ proposed Protective Order has been modified  
28 at Paragraph 14 with a footnote reflecting that the parties must follow the undersigned’s Chambers Rules  
to raise a discovery dispute. To the extent the parties object to these modifications, they may seek  
modification of the Protective Order by jointly contacting Judge Skomal’s Chambers within 10 days of  
the filing of this Order.



1 attorneys for Defendant.]

2 GENERAL RULES

3 4. Each party to this litigation that produces or discloses any materials, answers  
4 to interrogatories, responses to requests for admission, trial testimony, deposition  
5 testimony, and transcripts of trial testimony and depositions, or information that the  
6 producing party believes should be subject to this Protective Order may designate the same  
7 as “CONFIDENTIAL” or “CONFIDENTIAL - FOR COUNSEL ONLY.”

8 a. Designation as “CONFIDENTIAL”: Any party may designate information as  
9 “CONFIDENTIAL” only if, in the good faith belief of such party and its  
10 counsel, the unrestricted disclosure of such information could be potentially  
11 prejudicial to the business or operations or privacy rights of a party, including  
12 medical and/or psychological records.

13 b. Designation as “CONFIDENTIAL - FOR COUNSEL ONLY”: Any party  
14 may designate information as “CONFIDENTIAL - FOR COUNSEL ONLY”  
15 only if, in the good faith belief of such party and its counsel, the information  
16 is among that considered to be most sensitive by the party, including but not  
17 limited to trade secret or other confidential research, development, financial  
18 or other commercial information.

19 5. In the event the producing party elects to produce materials for inspection, no  
20 marking need be made by the producing party in advance of the initial inspection. For  
21 purposes of the initial inspection, all materials produced will be considered as  
22 "CONFIDENTIAL - FOR COUNSEL ONLY," and must be treated as such pursuant to the  
23 terms of this Order. Thereafter, upon selection of specified materials for copying by the  
24 inspecting party, the producing party must, within a reasonable time prior to producing  
25 those materials to the inspecting party, mark the copies of those materials that contain  
26 confidential information with the appropriate confidentiality marking.

27 6. Whenever a deposition taken on behalf of any party involves a disclosure of  
28 confidential information of any party:

- 1 a. the deposition or portions of the deposition must be designated as  
2 containing confidential information subject to the provisions of this  
3 Order; such designation must be made on the record whenever possible,  
4 but a party may designate portions of depositions as containing  
5 confidential information after transcription of the proceedings; [A]  
6 party will have until fourteen (14) days after receipt of the deposition  
7 transcript to inform the other party or parties to the action of the  
8 portions of the transcript to be designated "CONFIDENTIAL" or  
9 "CONFIDENTIAL - FOR COUNSEL ONLY."
- 10 b. the disclosing party will have the right to exclude from attendance at  
11 the deposition, during such time as the confidential information is to be  
12 disclosed, any person other than the deponent, counsel (including their  
13 staff and associates), the court reporter, and the person(s) agreed upon  
14 pursuant to paragraph 8 below; and
- 15 c. the originals of the deposition transcripts and all copies of the  
16 deposition must bear the legend "CONFIDENTIAL" or  
17 "CONFIDENTIAL - FOR COUNSEL ONLY," as appropriate, and the  
18 original or any copy ultimately presented to a court for filing must not  
19 be filed unless it can be accomplished under seal, identified as being  
20 subject to this Order, and protected from being opened except by order  
21 of this Court.

22 7. All confidential information designated as "CONFIDENTIAL" or  
23 "CONFIDENTIAL FOR COUNSEL ONLY" must not be disclosed by the receiving party  
24 to anyone other than those persons designated within this order and must be handled in the  
25 manner set forth below and, in any event, must not be used for any purpose other than in  
26 connection with this litigation, unless and until such designation is removed either by  
27 agreement of the parties, or by order of the Court.

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1           8. Information designated "CONFIDENTIAL - FOR COUNSEL ONLY" must  
2 be viewed only by counsel (as defined in paragraph 3) of the receiving party, and by  
3 independent experts under the conditions set forth in this Paragraph. The right of any  
4 independent expert to receive any confidential information will be subject to the expert's  
5 execution of a copy of the form attached hereto as Exhibit A, in advance of providing any  
6 confidential information of the producing party to the expert. Any objection by the  
7 producing party to an independent expert receiving confidential information must be made  
8 in writing within fourteen (14) days following receipt of the identification of the proposed  
9 expert. The approval of independent experts must not be unreasonably withheld.

10           9. Information designated "confidential" must be viewed only by counsel (as  
11 defined in paragraph 3) of the receiving party, by independent experts (pursuant to the  
12 terms of paragraph 8), by court personnel, and by the additional individuals listed below,  
13 provided each such individual has read this Order in advance of disclosure and has agreed  
14 in writing to be bound by its terms:

- 15           a. Executives who are required to participate in policy decisions with reference  
16           to this action;
- 17           b. Technical personnel of the parties with whom Counsel for the parties find it  
18           necessary to consult, in the discretion of such counsel, in preparation for trial  
19           of this action; and
- 20           c. Stenographic and clerical employees associated with the individuals identified  
21           above.

22           10. With respect to material designated "CONFIDENTIAL" or  
23 "CONFIDENTIAL – FOR COUNSEL ONLY," any person indicated on the face of the  
24 document to be its originator, author or a recipient of a copy of the document, may be  
25 shown the same.

26           11. All information which has been designated as "CONFIDENTIAL" or  
27 "CONFIDENTIAL -FOR COUNSEL ONLY" by the producing or disclosing party, and  
28 any and all reproductions of that information, must be retained in the custody of the counsel

1 for the receiving party identified in paragraph 3, except that independent experts authorized  
2 to view such information under the terms of this Order may retain custody of copies such  
3 as are necessary for their participation in this litigation.

4 12. Before any materials produced in discovery, answers to interrogatories,  
5 responses to requests for admissions, deposition transcripts, or other documents which are  
6 designated as confidential information are filed with the Court for any purpose, the party  
7 seeking to file such material must seek permission of the Court to file the material under  
8 seal.

9 13. No document shall be filed under seal unless counsel secures a court order  
10 allowing the filing of a document under seal. An application to file a document under seal  
11 shall be served on opposing counsel, and on the person or entity that has custody and  
12 control of the document, if different from opposing counsel. If opposing counsel, or the  
13 person or entity who has custody and control of the document, wishes to oppose the  
14 application, he/she must contact the chambers of the judge who will rule on the application,  
15 to notify the judge's staff that an opposition to the application will be filed.

16 If an application to file a document under seal is granted by Judge Skomal, a redacted  
17 version of the document shall be e-filed. A courtesy copy of the unredacted document shall  
18 be delivered to Judge Skomal's chambers.

19 14. At any stage of these proceedings, any party may object to a designation of  
20 the materials as confidential information. The party objecting to confidentiality must  
21 notify, in writing, counsel for the designating party of the objected-to materials and the  
22 grounds for the objection. If the dispute is not resolved consensually between the parties  
23 within seven (7) days of receipt of such a notice of objections, the designating party may  
24 move the Court for a ruling on the objection.<sup>2</sup> The materials at issue must be treated as  
25 confidential information, as designated by the designating party, until either the Court has  
26 ruled on the objection, the seven days lapses without any motion by the designating party,  
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28 <sup>2</sup> The parties must follow the undersigned's Chambers Rules to raise a discovery dispute.

1 or the matter has been otherwise resolved.

2 15. All confidential information must be held in confidence by those inspecting  
3 or receiving it, and must be used only for purposes of this action. Counsel for each party,  
4 and each person receiving confidential information must take reasonable precautions to  
5 prevent the unauthorized or inadvertent disclosure of such information. If confidential  
6 information is disclosed to any person other than a person authorized by this Order, the  
7 party responsible for the unauthorized disclosure must immediately bring all pertinent facts  
8 relating to the unauthorized disclosure to the attention of the other parties and, without  
9 prejudice to any rights and remedies of the other parties, make every effort to prevent  
10 further disclosure by the party and by the person(s) receiving the unauthorized disclosure.

11 16. No party will be responsible to another party for disclosure of confidential  
12 information under this Order if the information in question is not labeled or otherwise  
13 identified as such in accordance with this Order.

14 17. If a party, through inadvertence, produces any confidential information  
15 without labeling or marking or otherwise designating it as such in accordance with this  
16 Order, the designating party may give written notice to the receiving party that the  
17 document or thing produced is deemed confidential information, and that the document or  
18 thing produced should be treated as such in accordance with that designation under this  
19 Order. The receiving party must treat the materials as confidential, once the designating  
20 party so notifies the receiving party. If the receiving party has disclosed the materials before  
21 receiving the designation, the receiving party must notify the designating party in writing  
22 of each such disclosure. Counsel for the parties will agree on a mutually acceptable manner  
23 of labeling or marking the inadvertently produced materials as "CONFIDENTIAL" or  
24 "CONFIDENTIAL - FOR COUNSEL ONLY" - SUBJECT TO PROTECTIVE ORDER.

25 18. Nothing within this order will prejudice the right of any party to object to the  
26 production of any discovery material on the grounds that the material is protected as  
27 privileged or as attorney work product.

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1           19. Nothing in this Order will bar counsel from rendering advice to their clients  
2 with respect to this litigation and, in the course thereof, relying upon any information  
3 designated as confidential information, provided that the contents of the information must  
4 not be disclosed.

5           20. This Order will be without prejudice to the right of any party to oppose  
6 production of any information for lack of relevance or any other ground other than the mere  
7 presence of confidential information. The existence of this Order must not be used by either  
8 party as a basis for discovery that is otherwise improper under the Federal Rules of Civil  
9 Procedure.

10           21. Nothing within this order will be construed to prevent disclosure of  
11 confidential information if such disclosure is required by law or by order of the Court.

12           22. Upon final termination of this action, including any and all appeals, counsel  
13 for each party must, upon request of the producing party, return all confidential information  
14 to the party that produced the information, including any copies, excerpts, and summaries  
15 of that information, or must destroy same at the option of the receiving party, and must  
16 purge all such information from all machine-readable media on which it resides.  
17 Notwithstanding the foregoing, counsel for each party may retain all pleadings, briefs,  
18 memoranda, motions, and other documents filed with the Court that refer to or incorporate  
19 confidential information, and will continue to be bound by this Order with respect to all  
20 such retained information. Further, attorney work product materials that contain  
21 confidential information need not be destroyed, but, if they are not destroyed, the person  
22 in possession of the attorney work product will continue to be bound by this Order with  
23 respect to all such retained information.

24           23. The restrictions and obligations set forth within this order will not apply to  
25 any information that: (a) the parties agree should not be designated confidential  
26 information; (b) the parties agree, or the Court rules, is already public knowledge; (c) the  
27 parties agree, or the Court rules, has become public knowledge other than as a result of  
28 disclosure by the receiving party, its employees, or its agents in violation of this Order; or



1 (d) has come or will come into the receiving party's legitimate knowledge independently  
2 of the production by the designating party. Prior knowledge must be established by pre-  
3 production documentation.

4 24. The restrictions and obligations within this order will not be deemed to  
5 prohibit discussions of any confidential information with anyone if that person already has  
6 or obtains legitimate possession of that information.

7 25. Transmission by email or some other currently utilized method of  
8 transmission is acceptable for all notification purposes within this Order.

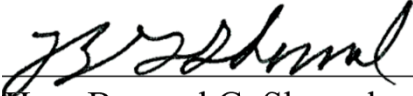
9 26. This Order may be modified by agreement of the parties, subject to approval  
10 by the Court.

11 27. The Court may modify the terms and conditions of this Order for good cause,  
12 or in the interest of justice, or on its own order at any time in these proceedings. The parties  
13 prefer that the Court provide them with notice of the Court's intent to modify the Order  
14 and the content of those modifications, prior to entry of such an order.

15 28. Without separate court order, the Protective Order and the parties' stipulation  
16 does not change, amend, or circumvent any court rule or local rule.

17 **IT IS SO ORDERED.**

18 Dated: September 8, 2022

19   
20 Hon. Bernard G. Skomal  
21 United States Magistrate Judge  
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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3  
4 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
5 [print or type full address], declare under penalty of perjury that I have read in its entirety  
6 and understand the Protective Order that was issued by the United States District Court for  
7 the Southern District of California on \_\_\_\_\_ in the case of *Beatriz*  
8 *Tijerina v. Alaska Airlines, Inc.* (22-cv-00203-JLS-BGS) I agree to comply with and to be  
9 bound by all the terms of this Protective Order and I understand and acknowledge that  
10 failure to so comply could expose me to sanctions and punishment in the nature of  
11 contempt. I solemnly promise that I will not disclose in any manner any information or  
12 item that is subject to this Protective Order to any person or entity except in strict  
13 compliance with the provisions of this Order.  
14

15 I further agree to submit to the jurisdiction of the United States District Court for the  
16 Southern District of California for the purpose of enforcing the terms of this Protective  
17 Order, even if such enforcement proceedings occur after termination of this action. I  
18 hereby appoint \_\_\_\_\_ [print or type full name] of  
19 \_\_\_\_\_ [print or type full address and telephone  
20 number] as my California agent for service of process in connection with this action or any  
21 proceedings related to enforcement of this Protective Order.

22 Date: \_\_\_\_\_

23  
24 City and State where sworn and signed: \_\_\_\_\_

25  
26 Printed name: \_\_\_\_\_

27  
28 Signature: \_\_\_\_\_