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13  
 14 UNITED STATES DISTRICT COURT  
 15 CENTRAL DISTRICT OF CALIFORNIA  
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17 BEVERLY GOOCH,  
 18  
 19 Plaintiff,  
 20  
 21 vs.  
 22 AMERICAN EAGLE AIRLINES, INC.,  
 23 a Foreign corporation, and DOES 1-10,  
 24 inclusive,  
 25  
 26 Defendants.

Case No. 13-cv-2272 CAS (AFMx)

**STIPULATED PROTECTIVE ORDER**

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public  
4 disclosure and from use for any purpose other than prosecuting this litigation may  
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
6 enter the following Stipulated Protective Order. The parties acknowledge that this  
7 Order does not confer blanket protections on all disclosures or responses to  
8 discovery and that the protection it affords from public disclosure and use extends  
9 only to the limited information or items that are entitled to confidential treatment  
10 under the applicable legal principles. The parties further acknowledge, as set forth  
11 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
12 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
13 procedures that must be followed and the standards that will be applied when a  
14 party seeks permission from the court to file material under seal.

15 B. GOOD CAUSE STATEMENT

16 This action is likely to involve trade secrets, customer and pricing lists and  
17 other valuable research, development, commercial, financial, technical and/or  
18 proprietary information as well as private personal information of third parties for  
19 which special protection from public disclosure and from use for any purpose other  
20 than prosecution of this action is warranted. Such confidential and proprietary  
21 materials and information consist of, among other things, confidential business or  
22 financial information, information regarding confidential business practices, or  
23 other confidential research, development, or commercial information (including  
24 information implicating privacy rights of third parties), information otherwise  
25 generally unavailable to the public, or which may be privileged or otherwise  
26 protected from disclosure under state or federal statutes, court rules, case decisions,  
27 or common law. Accordingly, to expedite the flow of information, to facilitate the

1 prompt resolution of disputes over confidentiality of discovery materials, to  
2 adequately protect information the parties are entitled to keep confidential, to  
3 ensure that the parties are permitted reasonable necessary uses of such material in  
4 preparation for and in the conduct of trial, to address their handling at the end of the  
5 litigation, and serve the ends of justice, a protective order for such information is  
6 justified in this matter. It is the intent of the parties that information will not be  
7 designated as confidential for tactical reasons and that nothing be so designated  
8 without a good faith belief that it has been maintained in a confidential, non-public  
9 manner, and there is good cause why it should not be part of the public record of  
10 this case.

11 2. DEFINITIONS

12 2.1 Action: This pending federal law suit, Beverly Gooch v. American  
13 Eagle Airlines, Inc., Case No. 13-cv-2272 CAS (VBKx), pending in the United  
14 States District Court, Central District of California.

15 2.2 Challenging Party: a Party or Non-Party that challenges the  
16 designation of information or items under this Order.

17 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
18 how it is generated, stored or maintained) or tangible things that qualify for  
19 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
20 the Good Cause Statement.

21 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
22 their support staff).

23 2.5 Designating Party: a Party or Non-Party that designates information or  
24 items that it produces in disclosures or in responses to discovery as  
25 “CONFIDENTIAL.”

26 2.6 Disclosure or Discovery Material: all items or information, regardless  
27 of the medium or manner in which it is generated, stored, or maintained (including,  
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1 among other things, testimony, transcripts, and tangible things), that are produced  
2 or generated in disclosures or responses to discovery in this matter.

3       2.7 Expert: a person with specialized knowledge or experience in a matter  
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
5 an expert witness or as a consultant in this Action.

6       2.8 House Counsel: attorneys who are employees of a party to this Action.  
7 House Counsel does not include Outside Counsel of Record or any other outside  
8 counsel.

9       2.9 Non-Party: any natural person, partnership, corporation, association, or  
10 other legal entity not named as a Party to this action.

11       2.10 Outside Counsel of Record: attorneys who are not employees of a  
12 party to this Action but are retained to represent or advise a party to this Action and  
13 have appeared in this Action on behalf of that party or are affiliated with a law firm  
14 which has appeared on behalf of that party, and includes support staff.

15       2.11 Party: any party to this Action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and their  
17 support staffs).

18       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
19 Discovery Material in this Action.

20       2.13 Professional Vendors: persons or entities that provide litigation  
21 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
23 and their employees and subcontractors.

24       2.14 Protected Material: any Disclosure or Discovery Material that is  
25 designated as “CONFIDENTIAL.”

26       2.15 Receiving Party: a Party that receives Disclosure or Discovery  
27 Material from a Producing Party.  
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1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also (1) any information copied or  
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
5 compilations of Protected Material; and (3) any testimony, conversations, or  
6 presentations by Parties or their Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the  
8 trial judge. This Order does not govern the use of Protected Material at trial.

9 4. DURATION

10 Even after final disposition of this litigation, the confidentiality obligations  
11 imposed by this Order shall remain in effect until a Designating Party agrees  
12 otherwise in writing or a court order otherwise directs. Final disposition shall be  
13 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
14 with or without prejudice; and (2) final judgment herein after the completion and  
15 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
16 including the time limits for filing any motions or applications for extension of time  
17 pursuant to applicable law.

18 5. DESIGNATING PROTECTED MATERIAL

19 5.1 Exercise of Restraint and Care in Designating Material for Protection.

20 Each Party or Non-Party that designates information or items for protection under  
21 this Order must take care to limit any such designation to specific material that  
22 qualifies under the appropriate standards. The Designating Party must designate for  
23 protection only those parts of material, documents, items, or oral or written  
24 communications that qualify so that other portions of the material, documents,  
25 items, or communications for which protection is not warranted are not swept  
26 unjustifiably within the ambit of this Order.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations  
2 that are shown to be clearly unjustified or that have been made for an improper  
3 purpose (e.g., to unnecessarily encumber the case development process or to  
4 impose unnecessary expenses and burdens on other parties) may expose the  
5 Designating Party to sanctions.

6 If it comes to a Designating Party's attention that information or items that it  
7 designated for protection do not qualify for protection, that Designating Party must  
8 promptly notify all other Parties that it is withdrawing the inapplicable designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in  
10 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
11 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
12 under this Order must be clearly so designated before the material is disclosed or  
13 produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic  
16 documents, but excluding transcripts of depositions or other pretrial or trial  
17 proceedings), that the Producing Party affix at a minimum, the legend  
18 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
19 contains protected material. If only a portion or portions of the material on a page  
20 qualifies for protection, the Producing Party also must clearly identify the protected  
21 portion(s) (e.g., by making appropriate markings in the margins).

22 A Party or Non-Party that makes original documents available  
23 for inspection need not designate them for protection until after the inspecting Party  
24 has indicated which documents it would like copied and produced. During the  
25 inspection and before the designation, all of the material made available for  
26 inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has  
27 identified the documents it wants copied and produced, the Producing Party must  
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1 determine which documents, or portions thereof, qualify for protection under this  
2 Order. Then, before producing the specified documents, the Producing Party must  
3 affix the “CONFIDENTIAL legend” to each page that contains Protected Material.  
4 If only a portion or portions of the material on a page qualifies for protection, the  
5 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
6 appropriate markings in the margins).

7 (b) for testimony given in depositions that the Designating Party  
8 identify the Disclosure or Discovery Material on the record, before the close of the  
9 deposition all protected testimony.

10 (c) for information produced in some form other than documentary  
11 and for any other tangible items, that the Producing Party affix in a prominent place  
12 on the exterior of the container or containers in which the information is stored the  
13 legend “CONFIDENTIAL.” If only a portion or portions of the information  
14 warrants protection, the Producing Party, to the extent practicable, shall identify the  
15 protected portion(s).

16 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
17 failure to designate qualified information or items does not, standing alone, waive  
18 the Designating Party’s right to secure protection under this Order for such  
19 material. Upon timely correction of a designation, the Receiving Party must make  
20 reasonable efforts to assure that the material is treated in accordance with the  
21 provisions of this Order.

## 22 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

23 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
24 designation of confidentiality at any time that is consistent with the Court’s  
25 Scheduling Order.

26 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
27 resolution process under Local Rule 37.1 et seq.  
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1           6.3    The burden of persuasion in any such challenge proceeding shall be on  
2 the Designating Party. Frivolous challenges, and those made for an improper  
3 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
4 parties) may expose the Challenging Party to sanctions. Unless the Designating  
5 Party has waived or withdrawn the confidentiality designation, all parties shall  
6 continue to afford the material in question the level of protection to which it is  
7 entitled under the Producing Party’s designation until the Court rules on the  
8 challenge.

9           7.    ACCESS TO AND USE OF PROTECTED MATERIAL

10           7.1   Basic Principles. A Receiving Party may use Protected Material that is  
11 disclosed or produced by another Party or by a Non-Party in connection with this  
12 Action only for prosecuting, defending, or attempting to settle this Action. Such  
13 Protected Material may be disclosed only to the categories of persons and under the  
14 conditions described in this Order. When the Action has been terminated, a  
15 Receiving Party must comply with the provisions of section 13 below (FINAL  
16 DISPOSITION).

17           Protected Material must be stored and maintained by a Receiving Party at a  
18 location and in a secure manner that ensures that access is limited to the persons  
19 authorized under this Order.

20           7.2    Disclosure of “CONFIDENTIAL” Information or Items. Unless  
21 otherwise ordered by the court or permitted in writing by the Designating Party, a  
22 Receiving Party may disclose any information or item designated  
23 “CONFIDENTIAL” only to:

24                   (a)    the Receiving Party’s Outside Counsel of Record in this Action,  
25 as well as employees of said Outside Counsel of Record to whom it is reasonably  
26 necessary to disclose the information for this Action;



1 (b) the officers, directors, and employees (including House  
2 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this  
3 Action;

4 (c) Experts (as defined in this Order) of the Receiving Party to  
5 whom disclosure is reasonably necessary for this Action and who have signed the  
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (d) the court and its personnel;

8 (e) court reporters and their staff;

9 (f) professional jury or trial consultants, mock jurors, and  
10 Professional Vendors to whom disclosure is reasonably necessary for this Action  
11 and who have signed the “Acknowledgment and Agreement to Be Bound”  
12 (Exhibit A);

13 (g) the author or recipient of a document containing the information  
14 or a custodian or other person who otherwise possessed or knew the information;

15 (h) during their depositions, witnesses, and attorneys for witnesses,  
16 in the Action to whom disclosure is reasonably necessary provided: (1) the  
17 deposing party requests that the witness sign the form attached as Exhibit 1 hereto;  
18 and (2) they will not be permitted to keep any confidential information unless they  
19 sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless  
20 otherwise agreed by the Designating Party or ordered by the court. Pages of  
21 transcribed deposition testimony or exhibits to depositions that reveal Protected  
22 Material may be separately bound by the court reporter and may not be disclosed to  
23 anyone except as permitted under this Stipulated Protective Order; and

24 (i) any mediator or settlement officer, and their supporting  
25 personnel, mutually agreed upon by any of the parties engaged in settlement  
26 discussions.

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1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
2 IN OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation  
4 that compels disclosure of any information or items designated in this Action as

5 (a) promptly notify in writing the Designating Party. Such  
6 notification shall include a copy of the subpoena or court order;

7 (b) promptly notify in writing the party who caused the subpoena or  
8 order to issue in the other litigation that some or all of the material covered by the  
9 subpoena or order is subject to this Protective Order. Such notification shall include  
10 a copy of this Stipulated Protective Order; and

11 (c) cooperate with respect to all reasonable procedures sought to be  
12 pursued by the Designating Party whose Protected Material may be affected.

13 If the Designating Party timely seeks a protective order, the Party served with  
14 the subpoena or court order shall not produce any information designated in this  
15 action as “CONFIDENTIAL” before a determination by the court from which the  
16 subpoena or order issued, unless the Party has obtained the Designating Party’s  
17 permission. The Designating Party shall bear the burden and expense of seeking  
18 protection in that court of its confidential material and nothing in these provisions  
19 should be construed as authorizing or encouraging a Receiving Party in this Action  
20 to disobey a lawful directive from another court.

21 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
22 PRODUCED IN THIS LITIGATION

23 (a) The terms of this Order are applicable to information produced  
24 by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such  
25 information produced by Non-Parties in connection with this litigation is protected  
26 by the remedies and relief provided by this Order. Nothing in these provisions  
27 should be construed as prohibiting a Non-Party from seeking additional protections.  
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1 (b) (In the event that a Party is required, by a valid discovery  
2 request, to produce a Non-Party's confidential information in its possession, and the  
3 Party is subject to an agreement with the Non-Party not to produce the Non-Party's  
4 confidential information, then the Party shall:

5 (1) promptly notify in writing the Requesting Party and the  
6 Non-Party that some or all of the information requested is subject to a  
7 confidentiality agreement with a Non-Party;

8 (2) promptly provide the Non-Party with a copy of the  
9 Stipulated Protective Order in this Action, the relevant discovery request(s), and a  
10 reasonably specific description of the information requested; and

11 (3) make the information requested available for inspection  
12 by the Non-Party, if requested.

13 (c) If the Non-Party fails to seek a protective order from this court  
14 within 14 days of receiving the notice and accompanying information, the  
15 Receiving Party may produce the Non-Party's confidential information responsive  
16 to the discovery request. If the Non-Party timely seeks a protective order, the  
17 Receiving Party shall not produce any information in its possession or control that  
18 is subject to the confidentiality agreement with the Non-Party before a  
19 determination by the court. Absent a court order to the contrary, the Non-Party shall  
20 bear the burden and expense of seeking protection in this court of its Protected  
21 Material.

22 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
24 Protected Material to any person or in any circumstance not authorized under this  
25 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
26 writing the Designating Party of the unauthorized disclosures, (b) use its best  
27 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
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1 person or persons to whom unauthorized disclosures were made of all the terms of  
2 this Order, and (d) request such person or persons to execute the “Acknowledgment  
3 and Agreement to Be Bound” that is attached hereto as Exhibit A.

4 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
5 PROTECTED MATERIAL

6 When a Producing Party gives notice to Receiving Parties that certain  
7 inadvertently produced material is subject to a claim of privilege or other  
8 protection, the obligations of the Receiving Parties are those set forth in Federal  
9 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
10 whatever procedure may be established in an e-discovery order that provides for  
11 production without prior privilege review. Pursuant to Federal Rule of Evidence  
12 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
13 of a communication or information covered by the attorney-client privilege or work  
14 product protection, the parties may incorporate their agreement in the stipulated  
15 protective order submitted to the court.

16 12. MISCELLANEOUS

17 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
18 person to seek its modification by the Court in the future.

19 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
20 Protective Order no Party waives any right it otherwise would have to object to  
21 disclosing or producing any information or item on any ground not addressed in  
22 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
23 any ground to use in evidence of any of the material covered by this Protective  
24 Order.

25 12.3 Filing Protected Material. A Party that seeks to file under seal any  
26 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
27 may only be filed under seal pursuant to a court order authorizing the sealing of the  
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1 specific Protected Material at issue. If a Party's request to file Protected Material  
2 under seal is denied by the court, then the Receiving Party may file the information  
3 in the public record unless otherwise instructed by the court.

4 13. FINAL DISPOSITION

5 After the final disposition of this Action, as defined in paragraph 4, within 60  
6 days of a written request by the Designating Party, each Receiving Party must  
7 return all Protected Material to the Producing Party or destroy such material. As  
8 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
9 compilations, summaries, and any other format reproducing or capturing any of the  
10 Protected Material. Whether the Protected Material is returned or destroyed, the  
11 Receiving Party must submit a written certification to the Producing Party (and, if  
12 not the same person or entity, to the Designating Party) by the 60 day deadline that  
13 (1) identifies (by category, where appropriate) all the Protected Material that was  
14 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
15 copies, abstracts, compilations, summaries or any other format reproducing or  
16 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
17 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
18 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
19 and trial exhibits, expert reports, attorney work product, and consultant and expert  
20 work product, even if such materials contain Protected Material. Any such archival  
21 copies that contain or constitute Protected Material remain subject to this Protective  
22 Order as set forth in Section 4 (DURATION).

23 14. Any violation of this Order may be punished by any and all appropriate  
24 measures including, without limitation, contempt proceedings and/or monetary  
25 sanctions.

26 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD  
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Dated: September 4, 2015

MORGAN, LEWIS & BOCKIUS LLP  
Robert Jon Hendricks  
Patricia Stanford Riordan

By /s/ Patricia S. Riordan  
Robert Jon Hendricks  
Patricia S. Riordan  
Attorneys for Defendant

Dated: September 4, 2015

IVIE, MCNEILL & WYATT  
W. Keith Wyatt  
Rodney S. Diggs

By /s/ Rodney S. Diggs  
Rodney S. Diggs  
Attorneys for Plaintiff

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: September 9, 2015



HON. ALEXANDER F. MacKINNON  
United States Magistrate Judge

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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
[print or type full address], declare under penalty of perjury that I have read in its  
entirety and understand the Stipulated Protective Order that was issued by the  
United States District Court for the Central District of California on  
\_\_\_\_\_ [date] in the case of Beverly Gooch v. American Eagle Airlines, Inc.,  
Case No. 13-cv-2272 CAS (VBKx), I agree to comply with and to be bound by all  
the terms of this Stipulated Protective Order and I understand and acknowledge that  
failure to so comply could expose me to sanctions and punishment in the nature of  
contempt. I solemnly promise that I will not disclose in any manner any  
information or item that is subject to this Stipulated Protective Order to any person  
or entity except in strict compliance with the provisions of this Order. I further  
agree to submit to the jurisdiction of the United States District Court for the Central  
District of California for the purpose of enforcing the terms of this Stipulated  
Protective Order, even if such enforcement proceedings occur after termination of  
this action. I hereby appoint \_\_\_\_\_ [print or type full name]  
of \_\_\_\_\_ [print or type full address and telephone number]  
as my California agent for service of process in connection with this action or any  
proceedings related to enforcement of this Stipulated Protective Order.

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

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

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_