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NOTE: CHANGES MADE BY THE COURT

6 Attorneys for Defendant  
 7 JAGUAR LAND ROVER NORTH AMERICA, LLC

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 9 **UNITED STATES DISTRICT COURT**  
 10 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

12 CARINE MAMANN, 13 Plaintiff, 14 vs. 15 JAGUAR LAND ROVER NORTH AMERICA, LLC, a Delaware limited 16 liability company; and DOES 1 through 50, inclusive 17 Defendants.	}	12 <b>CASE NO.: 2:17-cv-05952 GW (JPRx)</b> (Assigned to Hon. George H. Wu Magistrate, Hon. Jean P. Rosenbluth) 15 <b>ORDER RE STIPULATED          PROTECTIVE ORDER</b> 18 Trial: June 26, 2018
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20 **ORDER**

21 IT IS HEREBY STIPULATED by and between the Parties to Carine  
 22 Mamann v. Jaguar Land Rover North America, LLC, et. al., by and through their  
 23 respective counsel of record, that in order to facilitate the exchange of information  
 24 and documents which may be subject to confidentiality limitations on disclosure  
 25 due to federal laws, state laws, and privacy rights, the Parties stipulate as follows:

26 1. In this Stipulation and Protective Order, the words set forth below  
 27 shall have the following meanings:

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- 1 a. "Proceeding" means the above-entitled proceeding Carine Mamann  
2 v. Jaguar Land Rover North America, LLC, et. al., United States  
3 District Court – Central District, Case No. 2:17-cv-05952 GW  
4 (JPRx).
- 5 b. "Court" means the Hon. George H. Wu, or any other judge to  
6 which this Proceeding may be assigned, including Court staff  
7 participating in such proceedings.
- 8 c. "Confidential" means any information which is in the possession of  
9 a Designating Party who believes in good faith that such  
10 information is entitled to confidential treatment under applicable  
11 law.
- 12 d. "Confidential Materials" means any Documents, Testimony or  
13 Information as defined below designated as "Confidential"  
14 pursuant to the provisions of this Stipulation and Protective Order.
- 15 e. "Designating Party" means the Party that designates Materials as  
16 "Confidential."
- 17 f. "Disclose" or "Disclosed" or "Disclosure" means to reveal,  
18 divulge, give, or make available Materials, or any part thereof, or  
19 any information contained therein.
- 20 g. "Documents" means (i) any "Writing," "Original," and "Duplicate"  
21 as those terms are defined by the Federal Rules of Evidence, which  
22 have been produced in discovery in this Proceeding by any person,  
23 and (ii) any copies, reproductions, or summaries of all or any part  
24 of the foregoing.
- 25 h. "Information" means the content of Documents or Testimony.
- 26 i. "Testimony" means all depositions, declarations or other testimony  
27 taken or used in this Proceeding.

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1           2. The Designating Party shall have the right to designate as  
2 "Confidential" any Documents, Testimony or Information that the Designating  
3 Party in good faith believes to contain non-public information that is entitled to  
4 confidential treatment under applicable law.

5           3. The entry of this Stipulation and Protective Order does not alter,  
6 waive, modify, or abridge any right, privilege or protection otherwise available to  
7 any Party with respect to the discovery of matters, including but not limited to any  
8 Party's right to assert the attorney-client privilege, the attorney work product  
9 doctrine, or other privileges, or any Party's right to contest any such assertion.

10          4. Any Documents, Testimony or Information to be designated as  
11 "Confidential" must be clearly so designated before the Document, Testimony or  
12 Information is Disclosed or produced. The "Confidential" designation should not  
13 obscure or interfere with the legibility of the designated Information.

14           a. For Documents (apart from transcripts of depositions or other  
15 pretrial or trial proceedings), the Designating Party must affix the  
16 legend "Confidential" on each page of any Document containing  
17 such designated Confidential Material.

18           b. For Testimony given in depositions the Designating Party may  
19 either:

20           i. identify on the record, before the close of the deposition, all  
21 "Confidential" Testimony, by specifying all portions of the  
22 Testimony that qualify as "Confidential;" or

23           ii. designate the entirety of the Testimony at the deposition as  
24 "Confidential" (before the deposition is concluded) with the  
25 right to identify more specific portions of the Testimony as  
26 to which protection is sought within 30 days following  
27 receipt of the deposition transcript. In circumstances where  
28 portions of the deposition Testimony are designated for

1 protection, the transcript pages containing "Confidential"  
2 Information may be separately bound by the court reporter,  
3 who must affix to the top of each page the legend  
4 "Confidential," as instructed by the Designating Party.

5 c. For Information produced in some form other than Documents, and  
6 for any other tangible items, including, without limitation, compact  
7 discs or DVDs, the Designating Party must affix in a prominent  
8 place on the exterior of the container or containers in which the  
9 Information or item is stored the legend "Confidential."

10 d. If only portions of the Information or item warrant protection, the  
11 Designating Party, to the extent practicable, shall identify the  
12 "Confidential" portions.

13 5. The inadvertent production by any of the undersigned Parties or non-  
14 Parties to the Proceedings of any Document, Testimony or Information during  
15 discovery in this Proceeding without a "Confidential" designation, shall be without  
16 prejudice to any claim that such item is "Confidential" and such Party shall not be  
17 held to have waived any rights by such inadvertent production. In the event, that  
18 any Document, Testimony or Information that is subject to a "Confidential"  
19 designation is inadvertently produced without such designation, the Party that  
20 inadvertently produced the document shall give written notice of such inadvertent  
21 production within twenty (20) days of discovery of the inadvertent production,  
22 together with a further copy of the subject Document, Testimony or Information  
23 designated as "Confidential" (the "Inadvertent Production Notice"). Upon receipt  
24 of such Inadvertent Production Notice, the Party that received the inadvertently  
25 produced Document, Testimony or Information shall promptly destroy the  
26 inadvertently produced Document, Testimony or Information and all copies  
27 thereof, or, at the expense of the producing Party, return such together with all  
28 copies of such Document, Testimony or Information to counsel for the producing

1 Party and shall retain only the "Confidential" designated Materials. Should the  
2 receiving Party choose to destroy such inadvertently produced Document,  
3 Testimony or Information, the receiving Party shall notify the producing Party in  
4 writing of such destruction within ten (10) days of receipt of written notice of the  
5 inadvertent production. This provision is not intended to apply to any inadvertent  
6 production of any Information protected by attorney-client or work product  
7 privileges. In the event, that this provision conflicts with any applicable law  
8 regarding waiver of confidentiality through the inadvertent production of  
9 Documents, Testimony or Information, such law shall govern.

10 6. In the event that counsel for a Party receiving Documents, Testimony  
11 or Information in discovery designated as "Confidential" objects to such  
12 designation with respect to any, or all, of such items, said counsel shall advise  
13 counsel for the Designating Party, in writing, of such objections, the specific  
14 Documents, Testimony or Information to which each objection pertains, and the  
15 specific reasons and support for such objections (the "Designation Objections").  
16 The dispute resolution process must proceed in conformity with Local Rule 37.  
17 Pending a resolution of the Designation Motion by the Court, any, and all existing  
18 designations on the Documents, Testimony or Information at issue in such Motion  
19 shall remain in place. The Designating Party shall have the burden on any  
20 Designation Motion of establishing the applicability of its "Confidential"  
21 designation. In the event, that the Designation Objections are neither timely agreed  
22 to nor timely addressed in the Designation Motion, then such Documents,  
23 Testimony or Information shall be de-designated in accordance with the  
24 Designation Objection applicable to such material.

25 7. Access to and/or Disclosure of Confidential Materials designated as  
26 "Confidential" shall be permitted only to the following persons:  
27 a. the Court;  
28 b. (1) Attorneys of record in the Proceedings and their affiliated

1 attorneys, paralegals, clerical and secretarial staff employed by  
2 such attorneys who are actively involved in the Proceedings and  
3 are not employees of any Party. (2) In-house counsel to the  
4 undersigned Parties and the paralegal, clerical and secretarial staff  
5 employed by such counsel. Provided, however, that each non-  
6 lawyer given access to Confidential Materials shall be advised that  
7 such Materials are being Disclosed pursuant to, and are subject to,  
8 the terms of this Stipulation and Protective Order and that they  
9 may not be Disclosed other than pursuant to its terms;

10 c. those officers, directors, partners, members, employees and agents  
11 of all non-designating Parties that counsel for such Parties deems  
12 necessary to aid counsel in the prosecution and defense of this  
13 Proceeding; provided, however, that prior to the Disclosure of  
14 Confidential Materials to any such officer, director, partner,  
15 member, employee or agent, counsel for the Party making the  
16 Disclosure shall deliver a copy of this Stipulation and Protective  
17 Order to such person, shall secure the signature of such person on a  
18 statement in the form attached hereto as Exhibit "A;" and shall  
19 explain that such person is bound to follow the terms of such  
20 Order;

21 d. court reporters in this Proceeding (whether at depositions,  
22 hearings, or any other proceeding);

23 e. any deposition, or discovery-related hearing witness in the  
24 Proceeding who previously has had access to the Confidential  
25 Materials, or who is currently or was previously an officer,  
26 director, partner, member, employee or agent of an entity that has  
27 had access to the Confidential Materials;

28 f. any deposition or non-trial hearing witness in the Proceeding who

1 previously did not have access to the Confidential Materials;  
2 provided, however, that each such witness given access to  
3 Confidential Materials shall be advised that such Materials are  
4 being Disclosed pursuant to, and are subject to, the terms of this  
5 Stipulation and Protective Order and that if they sign Exhibit A  
6 they may not be Disclosed other than pursuant to this order's  
7 terms;

8 g. mock jury participants, provided, however, that prior to the  
9 Disclosure of Confidential Materials to any such mock jury  
10 participant, counsel for the Party making the Disclosure shall  
11 deliver a copy of this Stipulation and Protective Order to such  
12 person, shall explain that such person is bound to follow the terms  
13 of such Order; and shall secure the signature of such person on a  
14 statement in the form attached hereto as Exhibit "A".

15 h. outside experts or expert consultants consulted by the undersigned  
16 Parties or their counsel in connection with the Proceeding, whether  
17 or not retained to testify at any oral hearing; provided, however,  
18 that prior to the Disclosure of Confidential Materials to any such  
19 expert or expert consultant, counsel for the Party making the  
20 Disclosure shall deliver a copy of this Stipulation and Protective  
21 Order to such person, shall explain its terms to such person, and  
22 shall secure the signature of such person on a statement in the form  
23 attached hereto as Exhibit "A". It shall be the obligation of counsel,  
24 upon learning of any breach or threatened breach of this  
25 Stipulation and Protective Order by any such expert or expert  
26 consultant, to promptly notify counsel for the Designating Party of  
27 such breach or threatened breach; and

28 i. any other person that the Designating Party agrees to in writing.

1 8. Confidential Materials shall be used by the persons receiving them  
2 only for the purposes of preparing for, conducting, participating in the conduct of,  
3 and/or prosecuting and/or defending the Proceeding, and not for any business or  
4 other purpose whatsoever.

5 9. Any Party to the Proceeding (or other person subject to the terms of  
6 this Stipulation and Protective Order) may ask the Court, after appropriate notice to  
7 the other Parties to the Proceeding, to modify or grant relief from any provision of  
8 this Stipulation and Protective Order.

9 10. Entering in to, agreeing to, and/or complying with the terms of this  
10 Stipulation and Protective Order shall not:

11 a. operate as an admission by any person that any particular  
12 Document, Testimony or Information marked "Confidential"  
13 contains or reflects trade secrets, proprietary, confidential or  
14 competitively sensitive business, commercial, financial or personal  
15 information; or

16 b. prejudice in any way the right of any Party (or any other person  
17 subject to the terms of this Stipulation and Protective Order):

18 i. to seek a determination by the Court under Local Rule 37 of  
19 whether any particular Confidential Material should be  
20 subject to protection as "Confidential" under the terms of  
21 this Stipulation and Protective Order; or

22 ii. to seek relief from the Court on appropriate notice to all  
23 other Parties to the Proceeding and in compliance with Rule  
24 37 from any provision(s) of this Stipulation and Protective  
25 Order, either generally or as to any particular Document,  
26 Material or Information.

27 11. Any Party to the Proceeding who has not executed this Stipulation and  
28 Protective Order as of the time it is presented to the Court for signature may



1 thereafter become a Party to this Stipulation and Protective Order by its counsel's  
2 signing and dating a copy thereof and filing the same with the Court, and serving  
3 copies of such signed and dated copy upon the other Parties to this Stipulation and  
4 Protective Order.

5 12. Any Information that may be produced by a non-Party witness in  
6 discovery in the Proceeding pursuant to subpoena or otherwise may be designated  
7 by such non-Party as "Confidential" under the terms of this Stipulation and  
8 Protective Order, and any such designation by a non-Party shall have the same  
9 force and effect, and create the same duties and obligations, as if made by one of  
10 the undersigned Parties hereto. Any such designation shall also function as a  
11 consent by such producing Party to the authority of the Court in the Proceeding to  
12 resolve and conclusively determine any motion or other application made by any  
13 person or Party with respect to such designation, or any other matter otherwise  
14 arising under this Stipulation and Protective Order.

15 13. If any person subject to this Stipulation and Protective Order who has  
16 custody of any Confidential Materials receives a subpoena or other process  
17 ("Subpoena") from any government or other person or entity demanding  
18 production of Confidential Materials, the recipient of the Subpoena shall promptly  
19 give notice of the same by electronic mail transmission, followed by either express  
20 mail or overnight delivery to counsel of record for the Designating Party, and shall  
21 furnish such counsel with a copy of the Subpoena unless prohibited by law. Upon  
22 receipt of this notice, the Designating Party may, in its sole discretion and at its  
23 own cost, move to quash or limit the Subpoena, otherwise oppose production of the  
24 Confidential Materials, and/or seek to obtain confidential treatment of such  
25 Confidential Materials from the subpoenaing person or entity to the fullest extent  
26 available under law. The recipient of the Subpoena may not produce any  
27 Documents, Testimony or Information pursuant to the Subpoena prior to the date  
28 specified for production on the Subpoena.

1 14. Nothing in this Stipulation and Protective Order shall be construed to  
2 preclude either Party from asserting in good faith that certain Confidential  
3 Materials require additional protection. The Parties shall meet and confer under  
4 Rule 37 to agree upon the terms of such additional protection.

5 15. If, after execution of this Stipulation and Protective Order, any  
6 Confidential Materials submitted by a Designating Party under the terms of this  
7 Stipulation and Protective Order is Disclosed by a non-Designating Party to any  
8 person other than in the manner authorized by this Stipulation and Protective  
9 Order, the non-Designating Party responsible for the Disclosure shall bring all  
10 pertinent facts relating to the Disclosure of such Confidential Materials to the  
11 immediate attention of the Designating Party.

12 16. This Stipulation and Protective Order is entered in to without  
13 prejudice to the right of any Party to knowingly waive the applicability of this  
14 Stipulation and Protective Order to any Confidential Materials designated by that  
15 Party. If the Designating Party uses Confidential Materials in a non-Confidential  
16 manner, then the Designating Party shall advise that the designation no longer  
17 applies.

18 17. Where any Confidential Materials, or Information derived from  
19 Confidential Materials, is included in any motion or other proceeding, the party  
20 shall follow the rules applicable to the Court and venue of the proceeding.

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23 18. The Parties shall meet and confer regarding the procedures for use of  
24 Confidential Materials at trial and shall move the Court for entry of an appropriate  
25 order.

26 19. Nothing in this Stipulation and Protective Order shall affect the  
27 admissibility into evidence of Confidential Materials, or abridge the rights of any  
28 person to seek judicial review or to pursue other appropriate judicial action with

1 respect to any ruling made by the Court concerning the issue of the status of  
2 Protected Material.

3 20. This Stipulation and Protective Order shall continue to be binding  
4 after the conclusion of this Proceeding except that a Party may seek the written  
5 permission of the Designating Party or may move the Court for relief from the  
6 provisions of this Stipulation and Protective Order. To the extent permitted by law,  
7 the Court shall retain jurisdiction to enforce, modify, or reconsider this Stipulation  
8 and Protective Order, even after the Proceeding is terminated.

9 21. Within ninety (90) days after the conclusion of this case, counsel for  
10 the Party who has received Confidential Materials shall either: (a) return to the  
11 Designating Party the Confidential Materials, including any Document which any  
12 such Party disclosed to any Qualified Person, or (b) securely destroy the  
13 Confidential Materials, including any Documents which any such Party disclosed  
14 to any Qualified Person, and certify in writing such destruction to the Designating  
15 Party.

16 22. Nothing in this Protective Order shall limit any Party's right to  
17 disclose to any person, or use for any purpose, its own information and  
18 Documents.

19 23. After this Stipulation and Protective Order has been signed by counsel  
20 for all Parties, it shall be presented to the Court for entry. Counsel agree to be  
21 bound by the terms set forth herein with regard to any Confidential Materials that  
22 have been produced before the Court signs this Stipulation and Protective Order.

23 24. The Parties and all signatories to the Certification, attached hereto as  
24 Exhibit "A," agree to be bound by this Stipulation and Protective Order pending its  
25 approval and entry by the Court. In the event, that the Court modifies this  
26 Stipulation and Protective Order, or in the event, that the Court enters a different  
27 Protective Order, the Parties agree to be bound by this Stipulation and Protective  
28 Order until, such time as the Court may enter such a different Order. It is the

1 Parties' intent to be bound by the terms of this Stipulation and Protective Order  
2 pending its entry so, as to allow for immediate production of Confidential  
3 Materials under the terms herein.

4 This Stipulation and Protective Order may be executed in counterparts.  
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1 **EXHIBIT A**

2 **CERTIFICATION RE CONFIDENTIAL DISCOVERY MATERIALS**

3 I hereby acknowledge that I, \_\_\_\_\_  
4 [NAME], \_\_\_\_\_ [POSITION AND  
5 EMPLOYER], am about to receive Confidential Materials supplied in connection  
6 with the Proceeding, Carine Mamann v. Jaguar Land Rover North America, LLC,  
7 et. al., United States District Court – Central District, Case No. 2:17-cv-05952 GW  
8 (JPRx). I certify that I understand that the Confidential Materials are provided to  
9 me subject to the terms and restrictions of the Stipulation and Protective Order  
10 filed in this Proceeding. I have been given a copy of the Stipulation and Protective  
11 Order; I have read it, and I agree to be bound by its terms.

12 I understand that Confidential Materials, as defined in the Stipulation and  
13 Protective Order, including any notes or other records that may be made regarding  
14 any such materials, shall not be Disclosed to anyone except as expressly permitted  
15 by the Stipulation and Protective Order. I will not copy or use, except solely for  
16 the purposes of this Proceeding, any Confidential Materials obtained pursuant to  
17 this Protective Order, except as provided therein or otherwise ordered by the Court  
18 in the Proceeding. I further understand that I am to retain all copies of all  
19 Confidential Materials provided to me in the Proceeding in a secure manner, and  
20 that all copies of such Materials are to remain in my personal custody until  
21 termination of my participation in this Proceeding, whereupon the copies of such  
22 Materials will be returned to counsel who provided me with such Materials.

23 I declare under penalty of perjury, under the laws of the State of California,  
24 that the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_,  
25 2018, at \_\_\_\_\_.

26 DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
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1           **GOOD CAUSE APPEARING**, the Court hereby approves the Stipulation  
2 and Protective Order.

3           **IT IS SO ORDERED.**

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5 DATED: May 31, 2018



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Hon. Jean P. Rosenbluth  
U.S. Magistrate Judge

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