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Attorneys for Defendant
THE GOODYEAR TIRE & RUBBER COMPANY

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

RICHARD LESLIE,

Plaintiff,

v.

THE GOODYEAR TIRE & RUBBER
COMPANY, an Ohio Corporation and
DOES 1-20, inclusive,

Defendants.

Case No. 2:20-cv-04396-DMG-MAAx
ASSIGNED TO THE HONORABLE
JUDGE DOLLY M. GEE

**JOINT STIPULATED PROTECTIVE
ORDER**

Trial date: None set
Complaint filed: April 1, 2020
(filed in Los Angeles superior court)

1 **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 disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted.
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
6 Stipulated Protective Order. The parties acknowledge that this Stipulated Protective
7 Order does not confer blanket protections on all disclosures or responses to discovery
8 and that the protection it affords from public disclosure and use extends only to the
9 limited information or items that are entitled to confidential treatment under the
10 applicable legal principles. The parties further acknowledge, as set forth in Section 13.3
11 below, that this Stipulated Protective Order does not entitle them to file confidential
12 information under seal; Local Rule 79-5 sets forth the procedures that must be followed
13 and the standards that will be applied when a party seeks permission from the Court to
14 file material under seal. Discovery in this action is likely to involve production of
15 confidential, proprietary, or private information for which special protection from
16 public disclosure and from use for any purpose other than prosecuting this litigation
17 may be warranted.

18 **GOOD CAUSE STATEMENT**

19 This action is likely to involve confidential, non-public, sensitive, and/or
20 proprietary trade secrets, business, employment, tax, financial, and personally
21 identifiable information, documents and other materials for which special protection
22 from public disclosure and from use for any purpose other than prosecution of this
23 action is warranted. Such confidential and proprietary materials and information consist
24 of, among other things, confidential business or financial information, information
25 regarding confidential business practices, or other confidential research, development,
26 or commercial information (including information implicating privacy rights of third
27 parties), information otherwise generally unavailable to the public, or which may be
28 privileged or otherwise protected from disclosure under state or federal statutes, court

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

11 **3. DEFINITIONS**

12 3.1. Action: *Richard Leslie v. The Goodyear Tire & Rubber Company, and*
13 *Does 1 through 20, inclusive, Case No. 2:20-cv-04396-DMG-MAAx.*

14 3.2. Challenging Party: A Party or Nonparty that challenges the designation of
15 information or items under this Stipulated Protective Order.

16 3.3. “CONFIDENTIAL” Information or Items: Information (regardless of how
17 it is generated, stored or maintained) or tangible things that qualify for
18 protection under Federal Rule of Civil Procedure 26(c), and as specified
19 above in the Good Cause Statement.

20 3.4. Counsel: Outside Counsel of Record and In-House Counsel (as well as
21 their support staff).

22 3.5. Designating Party: A Party or Nonparty that designates information or
23 items that it produces in disclosures or in responses to discovery as
24 “CONFIDENTIAL.”

25 3.6. Disclosure or Discovery Material: All items or information, regardless of
26 the medium or manner in which it is generated, stored, or maintained
27 (including, among other things, testimony, transcripts, and tangible
28 things), that are produced or generated in disclosures or responses to

1 discovery in this matter.

2 3.7. Expert: A person with specialized knowledge or experience in a matter
3 pertinent to the litigation who has been retained by a Party or its counsel
4 to serve as an expert witness or as a consultant in this Action.

5 3.8. In-House Counsel: Attorneys who are employees of a party to this Action.
6 In-House Counsel does not include Outside Counsel of Record or any other
7 outside counsel.

8 3.9. Nonparty: Any natural person, partnership, corporation, association, or
9 other legal entity not named as a Party to this action.

10 3.10. Outside Counsel of Record: Attorneys who are not employees of a party
11 to this Action but are retained to represent or advise a party to this Action
12 and have appeared in this Action on behalf of that party or are affiliated
13 with a law firm which has appeared on behalf of that party, and includes
14 support staff.

15 3.11. Party: Any party to this Action, including all of its officers, directors,
16 employees, consultants, retained experts, In-House Counsel, and Outside
17 Counsel of Record (and their support staffs).

18 3.12. Producing Party: A Party or Nonparty that produces Disclosure or
19 Discovery Material in this Action.

20 3.13. Professional Vendors: Persons or entities that provide litigation support
21 services (e.g., photocopying, videotaping, translating, preparing exhibits
22 or demonstrations, and organizing, storing, or retrieving data in any form
23 or medium) and their employees and subcontractors.

24 3.14. Protected Material: Any Disclosure or Discovery Material that is
25 designated as “CONFIDENTIAL.”

26 3.15. Receiving Party: A Party that receives Disclosure or Discovery Material
27 from a Producing Party.

28 **4. SCOPE**

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

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

9 **5. DURATION**

10 Even after final disposition of this litigation, the confidentiality obligations
11 imposed by this Stipulated Protective Order shall remain in effect until a Designating
12 Party agrees otherwise in writing or a court order otherwise directs. Final disposition
13 shall be 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 **6. DESIGNATING PROTECTED MATERIAL**

19 **6.1. Exercise of Restraint and Care in Designating Material for Protection.**

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

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

6 6.2. Manner and Timing of Designations.

7 Except as otherwise provided in this Stipulated Protective Order
8 (*see, e.g.*, Section 6.2(a)), or as otherwise stipulated or ordered, Disclosure
9 or Discovery Material that qualifies for protection under this Stipulated
10 Protective Order must be clearly so designated before the material is
11 disclosed or produced.

12 Designation in conformity with this Stipulated Protective Order
13 requires the following:

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

22 A Party or Nonparty that makes original documents available
23 for inspection need not designate them for protection until after the
24 inspecting Party has indicated which documents it would like copied
25 and produced. During the inspection and before the designation, all
26 of the material made available for inspection shall be deemed
27 “CONFIDENTIAL.” After the inspecting Party has identified the
28 documents it wants copied and produced, the Producing Party must

1 determine which documents, or portions thereof, qualify for
2 protection under this Stipulated Protective Order. Then, before
3 producing the specified documents, the Producing Party must affix
4 the legend “CONFIDENTIAL” to each page that contains Protected
5 Material. If only a portion or portions of the material on a page
6 qualifies for protection, the Producing Party also must clearly
7 identify the protected portion(s) (e.g., by making appropriate
8 markings in the margins).

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

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

19 6.3. Inadvertent Failure to Designate.

20 If timely corrected, an inadvertent failure to designate qualified
21 information or items does not, standing alone, waive the Designating
22 Party’s right to secure protection under this Stipulated Protective Order for
23 such material. Upon timely correction of a designation, the Receiving
24 Party must make reasonable efforts to assure that the material is treated in
25 accordance with the provisions of this Stipulated Protective Order.

26 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

27 7.1. Timing of Challenges.

28 Any Party or Nonparty may challenge a designation of

1 confidentiality at any time that is consistent with the Court’s Scheduling
2 Order.

3 7.2. Meet and Confer.

4 The Challenging Party shall initiate the dispute resolution process,
5 which shall comply with Local Rule 37.1 et seq., and with
6 Section 4 of Judge Audero’s Procedures (“Mandatory Telephonic
7 Conference for Discovery Disputes”).¹

8 7.3. Burden of Persuasion.

9 The burden of persuasion in any such challenge proceeding shall be
10 on the Designating Party. Frivolous challenges, and those made for an
11 improper purpose (*e.g.*, to harass or impose unnecessary expenses and
12 burdens on other parties) may expose the Challenging Party to sanctions.
13 Unless the Designating Party has waived or withdrawn the confidentiality
14 designation, all parties shall continue to afford the material in question the
15 level of protection to which it is entitled under the Producing Party’s
16 designation until the Court rules on the challenge.

17 **8. ACCESS TO AND USE OF PROTECTED MATERIALS**

18 8.1. Basic Principles.

19 A Receiving Party may use Protected Material that is disclosed or
20 produced by another Party or by a Nonparty in connection with this Action
21 only for prosecuting, defending, or attempting to settle this Action. Such
22 Protected Material may be disclosed only to the categories of persons and
23 under the conditions described in this Stipulated Protective Order. When
24 the Action reaches a final disposition, a Receiving Party must comply with
25 the provisions of Section 14 below (FINAL DISPOSITION).

26 Protected Material must be stored and maintained by a Receiving
27

28 ¹ Judge Audero’s Procedures are available at
<https://www.cacd.uscourts.gov/honorable-maria-audero>.

1 Party at a location and in a secure manner that ensures that access is limited
2 to the persons authorized under this Stipulated Protective Order.

3 8.2. Disclosure of “CONFIDENTIAL” Information or Items.

4 Unless otherwise ordered by the Court or permitted in writing by the
5 Designating Party, a Receiving Party may disclose any information or item
6 designated “CONFIDENTIAL” only to:

- 7 (a) The Receiving Party’s Outside Counsel of Record, as well as
8 employees of said Outside Counsel of Record to whom it is
9 reasonably necessary to disclose the information for this Action;
- 10 (b) The officers, directors, and employees (including In-House
11 Counsel) of the Receiving Party to whom disclosure is reasonably
12 necessary for this Action;
- 13 (c) Experts of the Receiving Party to whom disclosure is reasonably
14 necessary for this Action and who have signed the
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 16 (d) The Court and its personnel;
- 17 (e) Court reporters and their staff;
- 18 (f) Professional jury or trial consultants, mock jurors, and Professional
19 Vendors to whom disclosure is reasonably necessary or this Action
20 and who have signed the “Acknowledgment and Agreement to be
21 Bound” (Exhibit A);
- 22 (g) The author or recipient of a document containing the information or
23 a custodian or other person who otherwise possessed or knew the
24 information;
- 25 (h) During their depositions, witnesses, and attorneys for witnesses, in
26 the Action to whom disclosure is reasonably necessary provided:
27 (i) the deposing party requests that the witness sign the
28 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

1 (ii) the witness will not be permitted to keep any confidential
2 information unless they sign the “Acknowledgment and Agreement
3 to Be Bound,” unless otherwise agreed by the Designating Party or
4 ordered by the Court. Pages of transcribed deposition testimony or
5 exhibits to depositions that reveal Protected Material may be
6 separately bound by the court reporter and may not be disclosed to
7 anyone except as permitted under this Stipulated Protective Order;
8 and

9 (i) Any mediator or settlement officer, and their supporting personnel,
10 mutually agreed upon by any of the parties engaged in settlement
11 discussions.

12 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
13 **IN OTHER LITIGATION**

14 If a Party is served with a subpoena or a court order issued in other litigation that
15 compels disclosure of any information or items designated in this Action as
16 “CONFIDENTIAL,” that Party must:

- 17 (a) Promptly notify in writing the Designating Party. Such notification shall
18 include a copy of the subpoena or court order;
- 19 (b) Promptly notify in writing the party who caused the subpoena or order to
20 issue in the other litigation that some or all of the material covered by the
21 subpoena or order is subject to this Stipulated Protective Order. Such
22 notification shall include a copy of this Stipulated Protective Order; and
- 23 (c) Cooperate with respect to all reasonable procedures sought to be pursued
24 by the Designating Party whose Protected Material may be affected.

25 If the Designating Party timely seeks a protective order, the Party served with the
26 subpoena or court order shall not produce any information designated in this action as
27 “CONFIDENTIAL” before a determination by the Court from which the subpoena or
28 order issued, unless the Party has obtained the Designating Party’s permission. The

1 Designating Party shall bear the burden and expense of seeking protection in that court
2 of its confidential material and nothing in these provisions should be construed as
3 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
4 from another court.

5 **10. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE**
6 **PRODUCED IN THIS LITIGATION**

7 10.1. Application.

8 The terms of this Stipulated Protective Order are applicable to
9 information produced by a Nonparty in this Action and designated as
10 “CONFIDENTIAL.” Such information produced by Nonparties in
11 connection with this litigation is protected by the remedies and relief
12 provided by this Stipulated Protective Order. Nothing in these provisions
13 should be construed as prohibiting a Nonparty from seeking additional
14 protections.

15 10.2. Notification.

16 In the event that a Party is required, by a valid discovery request, to
17 produce a Nonparty’s confidential information in its possession, and the
18 Party is subject to an agreement with the Nonparty not to produce the
19 Nonparty’s confidential information, then the Party shall:

- 20 (a) Promptly notify in writing the Requesting Party and the Nonparty
21 that some or all of the information requested is subject to a
22 confidentiality agreement with a Nonparty;
- 23 (b) Promptly provide the Nonparty with a copy of the Stipulated
24 Protective Order in this Action, the relevant discovery request(s),
25 and a reasonably specific description of the information requested;
26 and
- 27 (c) Make the information requested available for inspection by the
28 Nonparty, if requested.

1 10.3. Conditions of Production.

2 If the Nonparty fails to seek a protective order from this Court within
3 fourteen (14) days after receiving the notice and accompanying
4 information, the Receiving Party may produce the Nonparty's confidential
5 information responsive to the discovery request. If the Nonparty timely
6 seeks a protective order, the Receiving Party shall not produce any
7 information in its possession or control that is subject to the confidentiality
8 agreement with the Nonparty before a determination by the Court. Absent
9 a court order to the contrary, the Nonparty shall bear the burden and
10 expense of seeking protection in this Court of its Protected Material.

11 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

12 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
13 Protected Material to any person or in any circumstance not authorized under this
14 Stipulated Protective Order, the Receiving Party immediately must (1) notify in writing
15 the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve
16 all unauthorized copies of the Protected Material, (3) inform the person or persons to
17 whom unauthorized disclosures were made of all the terms of this Stipulated Protective
18 Order, and (4) request such person or persons to execute the "Acknowledgment and
19 Agreement to be Bound" (Exhibit A).

20 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
21 **PROTECTED MATERIAL**

22 When a Producing Party gives notice to Receiving Parties that certain
23 inadvertently produced material is subject to a claim of privilege or other protection,
24 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
25 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
26 may be established in an e-discovery order that provides for production without prior
27 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
28 parties reach an agreement on the effect of disclosure of a communication or

1 information covered by the attorney-client privilege or work product protection, the
2 parties may incorporate their agreement in the Stipulated Protective Order submitted to
3 the Court.

4 **13. MISCELLANEOUS**

5 13.1. Right to Further Relief.

6 Nothing in this Stipulated Protective Order abridges the right of any
7 person to seek its modification by the Court in the future.

8 13.2. Right to Assert Other Objections.

9 By stipulating to the entry of this Stipulated Protective Order, no
10 Party waives any right it otherwise would have to object to disclosing or
11 producing any information or item on any ground not addressed in this
12 Stipulated Protective Order. Similarly, no Party waives any right to object
13 on any ground to use in evidence of any of the material covered by this
14 Stipulated Protective Order.

15 13.3. Filing Protected Material.

16 A Party that seeks to file under seal any Protected Material must
17 comply with Local Rule 79-5. Protected Material may only be filed under
18 seal pursuant to a court order authorizing the sealing of the specific
19 Protected Material at issue. If a Party's request to file Protected Material
20 under seal is denied by the Court, then the Receiving Party may file the
21 information in the public record unless otherwise instructed by the Court.

22 **14. FINAL DISPOSITION**

23 After the final disposition of this Action, within sixty (60) days of a written
24 request by the Designating Party, each Receiving Party must return all Protected
25 Material to the Producing Party or destroy such material. As used in this subdivision,
26 "all Protected Material" includes all copies, abstracts, compilations, summaries, and
27 any other format reproducing or capturing any of the Protected Material. Whether the
28 Protected Material is returned or destroyed, the Receiving Party must submit a written

1 certification to the Producing Party (and, if not the same person or entity, to the
2 Designating Party) by the 60-day deadline that (1) identifies (by category, where
3 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
4 that the Receiving Party has not retained any copies, abstracts, compilations, summaries
5 or any other format reproducing or capturing any of the Protected Material.
6 Notwithstanding this provision, Counsel is entitled to retain an archival copy of all
7 pleadings; motion papers; trial, deposition, and hearing transcripts; legal memoranda;
8 correspondence; deposition and trial exhibits; expert reports; attorney work product;
9 and consultant and expert work product, even if such materials contain Protected
10 Material. Any such archival copies that contain or constitute Protected Material remain
11 subject to this Stipulated Protective Order as set forth in Section 5.

12 **15. VIOLATION**

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

1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2 Dated: October 9, 2020



JOSEPH M. LOVRETOVICH
JARED W. BEILKE
KARINA GODOY
JML LAW
Attorneys for Plaintiff
RICHARD LESLIE

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7 Dated: October 12, 2020



SARAH E. ROSS
RAE Y. CHUNG
LITTLER MENDELSON, P.C.
Attorneys for Defendant
THE GOODYEAR TIRE & RUBBER
COMPANY

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11 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

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13 Dated: 10/14/20



Maria A. Audero
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
_____ [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 RICHARD LESLIE v. THE GOODYEAR TIRE & RUBBER COMPANY,
and DOES 1-20, Case No. 2:20-cv-04396-DMG-MAAx. 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 Stipulated Protective 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 _____ [full name] of _____
_____ [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.

Signature: _____
Printed Name: _____
Date: _____
City and State Where Sworn and Signed: _____