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

EDGAR TRUJILLO,  
  
Plaintiff,  
  
v.  
  
AIRPORT TERMINAL SERVICES,  
INC., a Missouri corporation; and  
DOES 1 through 20, inclusive,  
  
Defendants.

Case No. 2:20-cv-05008-JFW-KS  
  
**STIPULATED PROTECTIVE ORDER**  
  
Complaint Filed: April 3, 2020  
Trial Date: August 31, 2021  
District Judge: Hon. John F. Walter  
Magistrate Judge: Hon. Karen L. Stevenson

1 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure and based on the parties'  
2 Joint Stipulation for Protective Order ("Stipulation") filed on May 27, 2021, the terms of the  
3 protective order to which the parties have agreed are adopted as a protective order of this  
4 Court (which generally shall govern the pretrial phase of this action) except to the extent, as  
5 set forth below, that those terms have been modified by the Court's amendment of paragraph  
6 10 of the Stipulation.

7  
8 **AGREED TERMS OF THE PROTECTIVE ORDER AS ADOPTED AND MODIFIED BY**  
9 **THE COURT**<sup>1</sup>  
10

11 **1. GOOD CAUSE STATEMENT**

12 This action is likely to involve financial/payroll information pertaining to employees other than  
13 Plaintiff, customer and pricing information and other valuable research, development, commercial,  
14 financial, technical and/or proprietary information for which special protection from public  
15 disclosure and from use for any purpose other than prosecution of this action is warranted. Such  
16 confidential and proprietary materials and information consist of, among other things, confidential  
17 business or financial information, information regarding confidential business practices, or other  
18 confidential research, development, or commercial information (including information implicating  
19 privacy rights of third parties such as ATS customers and ATS employees), information otherwise  
20 generally unavailable to the public, or which may be privileged or otherwise protected from  
21 disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly,  
22 to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality  
23 of discovery materials, to adequately protect information the parties are entitled to keep confidential,  
24 to ensure that the parties are permitted reasonable necessary uses of such material in preparation for  
25 and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of

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27 \_\_\_\_\_  
28 <sup>1</sup> The Court's additions to the agreed terms of the Protective Order are generally indicated in bold typeface, and the Court's deletions are indicated by lines through the text being deleted.

1 justice, a protective order for such information is justified in this matter. It is the intent of the parties  
2 that information will not be designated as confidential for tactical reasons and that nothing be so  
3 designated without a good faith belief that it has been maintained in a confidential, non-public  
4 manner, and there is good cause why it should not be part of the public record of this case.

5 **2. DEFINITIONS**

6 2.1. "Party" shall mean and refer to any party to this action, including all of its officers,  
7 directors, employees, consultants, retained experts, and outside counsel (and their support staff).

8 2.2. "Discovery Material" shall mean and refer to any and all items or information,  
9 regardless of the medium or manner generated, stored, or maintained (including, among other things,  
10 testimony, transcripts, or tangible things) that are produced or generated in disclosures or responses  
11 to discovery in this matter.

12 2.3. "Confidential" Information or Items shall mean and refer to any and all information  
13 (regardless of how generated, stored or maintained) or tangible things that qualify for protection as  
14 described in Section 2.2.

15 2.3. "Producing Party" shall mean and refer to any Party produces Discovery Material in  
16 this action.

17 2.4. "Receiving Party" shall mean and refer to any Party that receives Discovery Material  
18 from a Producing Party.

19 2.5. "Designating Party" shall mean and refer to any Party that designates information or  
20 items that it produces in responses to discovery as "Confidential."

21 2.6. "Private Material" shall mean and refer to any document or other Discovery Material  
22 that contains the names and addresses of any current or former employees of Defendant, except a  
23 Party.

24 2.7. "Protected Material" shall mean and refer to any and all Discovery Material that is  
25 designated as "Confidential."

26 2.8. "Outside Counsel" shall mean and refer to all attorneys who are not employees of a  
27 Party but who are retained to represent or advise a Party in this action.

28 2.9. "House Counsel" shall mean and refer to all attorneys who are employees of a Party.

1           2.10. “Counsel” (without qualifier) shall mean and refer to Outside Counsel and House  
2 Counsel (as well as their support staffs).

3           2.11. “Currently Existing Claims” shall mean only the following claims/causes of action  
4 and no others: (a) allegations of failure to pay wages (unpaid wages; minimum wages, and overtime);  
5 (b) allegations of meal break and rest period violations; (c) allegations that noncompliant wage  
6 statements; (d) allegations of failure to timely pay wages upon termination of employment; (e)  
7 Private Attorney General act for the alleged violations in (a)-(e); (f) unfair competition; and (g)  
8 individual claim for failure to provide one day of rest for every workweek. No other claims,  
9 allegations, or causes of action, whether explicit or implicit, shall fall within the definition of  
10 Currently Existing Claims.

11           2.12. “Expert” shall mean and refer to a person with specialized knowledge or experience  
12 in a matter pertinent to the litigation who has been retained by a Party or its Counsel to serve as an  
13 expert witness or as a consultant in this action and who is not a past or a current employee of an  
14 adverse Party or of a competitor of an adverse Party’s and who, at the time of retention, is not  
15 anticipated to become an employee of an adverse Party or a competitor of an adverse Party’s. This  
16 definition includes a professional jury or trial consultant retained in connection with this litigation.

17           2.13. “Professional Vendors” shall mean and refer to any and all persons or entities that  
18 provide litigation support services (e.g., photocopying; videotaping; translating; preparing exhibits  
19 or demonstrations; organizing, storing, retrieving data in any form or medium; etc.) and their  
20 employees and subcontractors.

21 **3.     SCOPE**

22           The protections conferred by this Stipulated Protective Order cover not only Protected  
23 Material (as defined above), but also any information copied or extracted therefrom, as well as all  
24 copies, excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations  
25 by the Parties or Counsel to or in court or in other settings that actually reveal Protected Material.

26 **4.     DURATION**

27           Even after the termination of this litigation, the confidentiality obligations imposed by this  
28 Stipulated Protective Order shall remain in effect until a Designating Party agrees otherwise in

1 writing or a court order otherwise directs.

2 **5. DESIGNATING PROTECTED MATERIAL**

3 5.1. Exercise of Restraint and Care in Designating Material for Protection. Each Party  
4 that designates information or items for protection under this Stipulated Protective Order must take  
5 care to limit any such designation to specific material that qualifies under the appropriate standards.  
6 A Designating Party must take care to designate for protection only those parts of material,  
7 documents, items, or oral or written communications that qualify – so that other portions of the  
8 material, documents, items, or communications for which protection is not warranted are not swept  
9 unjustifiably within the ambit of this Stipulated Protective Order. Mass, indiscriminate, or routinized  
10 designations are prohibited. Designations that are shown to be clearly unjustified, or that have been  
11 made for an improper purpose (e.g., to unnecessarily encumber or retard the case development  
12 process, or to impose unnecessary expenses and burdens on other parties), expose the Designating  
13 Party to sanctions. If it comes to a Party’s or a non-party’s attention that information or items that it  
14 designated for protection do not qualify for protection at all, or do not qualify for the level of  
15 protection initially asserted, that Party or non-party must promptly notify all other parties that it is  
16 withdrawing the mistaken designation.

17 5.2. Manner and Timing of Designations. Except as otherwise provided in this Stipulated  
18 Protective Order (*see, e.g.*, second paragraph of Section 5.2(a), below), or as otherwise stipulated or  
19 ordered, material that qualifies for protection under this Stipulated Protective Order must be clearly  
20 so designated before the material is disclosed or produced. Designation in conformity with this  
21 Stipulated Protective Order requires:

22 (a) for information in documentary form (apart from transcripts of depositions or  
23 other pretrial or trial proceedings), that the Producing Party affix the legend “CONFIDENTIAL”  
24 conspicuously on each page that contains protected material. If only a portion or portions of the  
25 material on a page qualifies for protection, the Producing Party also must clearly identify the  
26 protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each  
27 portion, the level of protection being asserted (either “CONFIDENTIAL”).

28 (b) When it is impractical to identify separately each portion of testimony that is

1 entitled to protection, and when it appears that substantial portions of the testimony may qualify for  
2 protection, any Party may invoke on the record (before the deposition or proceeding is concluded) a  
3 right to have up to 20 days to identify the specific portions of the testimony as to which protection is  
4 sought and to specify the level of protection being asserted (“CONFIDENTIAL”). Only those  
5 portions of the testimony that are appropriately designated for protection within the 20 days shall be  
6 covered by the provisions of this Stipulated Protective Order. Transcript pages containing Protected  
7 Material must be separately bound by the court reporter, who must affix to the top of each such page  
8 the legend “CONFIDENTIAL” as instructed by the Party.

9 (c) for information produced in some form other than documentary, and for any  
10 other tangible items, that the Producing Party affix in a prominent place on the exterior of the  
11 container or containers in which the information or item is stored the legend “CONFIDENTIAL.” If  
12 only portions of the information or item warrant protection, the Producing Party, to the extent  
13 practicable, shall identify the protected portions, specifying whether they qualify as “Confidential.”

14 5.3. Inadvertent Failures to Designate. If corrected, an inadvertent failure to designate  
15 qualified information or items as “Confidential” does not, standing alone, waive the Designating  
16 Party’s right to secure protection under this Stipulated Protective Order for such material. If material  
17 is appropriately designated as “Confidential” after the material was initially produced, the Receiving  
18 Party, on timely notification of the designation, must make reasonable efforts to assure that the  
19 material is treated in accordance with the provisions of this Stipulated Protective Order.

20 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

21 A party shall not be obligated to challenge the propriety of a CONFIDENTIAL designation  
22 at the time made, and failure to do so shall not preclude a subsequent challenge. If at any time any  
23 party or third-party disagrees with a designation of CONFIDENTIAL that party or third-party shall  
24 provide written notice of its disagreement to the producing party. The producing party or third-party  
25 who made the designation shall respond in writing to a challenge within five (5) court days. The  
26 parties shall first try to resolve the dispute on an informal basis. **If the dispute cannot be resolved,**  
27 **the party supporting the confidentiality designation is required to request appropriate relief**  
28 **from the Court. The party or third party challenging the designation shall treat the**

1 **information or materials subject to the challenged designation as confidential, as such was**  
2 **designated, until such time as the Court resolves the dispute.**

3 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

4 7.1. Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
5 produced by another Party or by a non-party in connection with this case only as may be strictly  
6 necessary for the exclusive purpose of prosecuting or defending the Currently Existing Claims, *and*  
7 *not for any other improper purpose* or in connection with any other litigation. Such Protected  
8 Material may be disclosed only to the categories of persons and under the conditions described in  
9 this Stipulated Protective Order. When the litigation has been terminated, a Receiving Party must  
10 comply with the provisions of Section 11, below (FINAL DISPOSITION). Protected Material must  
11 be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that  
12 access is limited to the persons authorized under this Stipulated Protective Order.

13 7.2. Disclosure of “CONFIDENTIAL” Information or Items. As detailed below, the  
14 Court and its personnel are not subject to this Stipulated Protective Order. Unless otherwise ordered  
15 by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
16 information or item designated CONFIDENTIAL only to:

17 (a) Receiving Party’s Outside Counsel of record in this action, as well as  
18 employees of said Counsel to whom it is reasonably necessary to disclose the information for this  
19 litigation and who have signed the “Agreement to Be Bound by Protective Order” that is attached  
20 hereto as Exhibit A;

21 (b) the officers, directors, and employees (including House Counsel) of the  
22 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed  
23 the “Agreement to Be Bound by Protective Order” (Exhibit A);

24 (c) the officers, directors, and managers (excluding putative class members and,  
25 if a class is certified, all class members) of the Designating Party during direct- or cross-examination  
26 during a deposition or trial, to whom disclosure is reasonably necessary for this litigation;

27 (d) Experts (as defined in this Stipulated Protective Order) of the Receiving Party  
28 to whom disclosure is reasonably necessary for this litigation and who have signed the “Agreement

1 to Be Bound by Protective Order” (Exhibit A);

2 (e) the Court and its personnel;

3 (f) court reporters (court reporters employed by the Court are not subject to this  
4 Stipulated Protective Order), their staffs, and professional vendors to whom disclosure is reasonably  
5 necessary for this litigation and who have been informed that the information is subject to a  
6 Stipulated Protective Order and must remain confidential;

7 (g) potential witnesses in the action to whom disclosure is reasonably necessary  
8 and who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A). Pages of  
9 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be  
10 separately bound by the court reporter and may not be disclosed to anyone except as permitted under  
11 this Stipulated Protective Order; and

12 (h) putative class members in the action to whom disclosure is reasonably  
13 necessary and who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A); and

14 (h) the author of the document, or the original source of the information or Private  
15 Material and who has previously been shown the document by Producing Party.

16 7.3. Procedures for Disclosure of Protected Material to “Experts”:

17 Unless otherwise ordered by the court or agreed in writing by the Designating Party,  
18 a Party that seeks to disclose to an “Expert” (as defined in this Stipulated Protective Order) any  
19 information or item that has been designated Protected Material first must inform the Designating  
20 Party that: (1) Protected Material information will be provided to an Expert; (2) that the Expert has  
21 executed Exhibit “A”; (3) that the Receiving Party of the Protected Material information has the  
22 Expert’s executed Exhibit “A” in its possession prior to the release of any Protected Material  
23 information to the Expert; (4) and that the Expert has agreed not to disclose the Protected Material  
24 to anyone who has not agreed to be bound by Exhibit “A.” Provided the Receiving Party complies  
25 with the provisions of this Section 7.3, the Receiving Party has no obligation to disclose the identity  
26 of any of its Experts (as defined in this Stipulated Protective Order) pursuant to this Section 7.3, but  
27 this Section 7.3 shall not affect any duty to disclose experts contained in applicable rules, by  
28 stipulation of the parties or order of the Court.



1           7.4     Restrictions on Use of Private Materials. In addition to any other limitations or  
2 restrictions on the use or treatment of the Private Materials contemplated by this Stipulated Protective  
3 Order, the Private Materials shall not be used: (a) to contacting current employees of Defendant at  
4 work or during working hours; (b) to solicit new clients or plaintiffs; (c) to pursue, investigate or in  
5 any way inquire about any claims, facts, allegations or theories of relief other than those explicitly  
6 described in the definition of “Currently Existing Claims.” Nothing in this protective order shall  
7 prevent plaintiff’s counsel from representing other Plaintiffs who happened to be members of the  
8 *Belaire-West* or engage in the practice law by not agreeing to represent potential Plaintiff. The  
9 Parties acknowledge that anything not specifically mentioned in the definition of Currently Existing  
10 Claims is intentionally excluded from such definition.

11 **8.     PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
12 **IN OTHER LITIGATION.**

13           If a Receiving Party is served with a subpoena or an order issued in other litigation that would  
14 compel disclosure of any information or items designated in this action as “CONFIDENTIAL” the  
15 Receiving Party must so notify the Designating Party, in writing (by fax or e-mail, if possible) as  
16 soon as practicable, and each party will use its best efforts to provide this notice within three court  
17 days after receiving the subpoena or order. Such notification must include a copy of the subpoena or  
18 court order. The Receiving Party also must make reasonable efforts to inform in writing promptly  
19 the party who caused the subpoena or order to issue in the other litigation that some or all the material  
20 covered by the subpoena or order is the subject of this Stipulated Protective Order. In addition, the  
21 Receiving Party must deliver a copy of this Stipulated Protective Order promptly to the party in the  
22 other action that caused the subpoena or order to issue. The purpose of imposing these duties is to  
23 alert the interested parties to the existence of this Stipulated Protective Order and to afford the  
24 Designating Party in this case an opportunity to try to protect its confidential interests in the court  
25 from which the subpoena or order issued. The Designating Party shall bear the burdens and the  
26 expenses of seeking protection of its confidential material in that court – and nothing in these  
27 provisions should be construed as authorizing or encouraging a Receiving Party in this action to  
28 disobey a lawful directive from another court.

1 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

9 **10. FILING PROTECTED MATERIAL**

10 A Receiving Party may not file in the public record of this action any Protected Material  
11 designated as “CONFIDENTIAL” without complying with Federal Rules of Civil Procedure and  
12 Local Rules regarding lodging or filing material under seal, **including making the requisite**  
13 **showing of “good cause” or “compelling reasons” for a court order allowing such material to**  
14 **be filed under seal.** Each Party agrees not to oppose any motion to seal Protected Material, except  
15 and only to the extent that a Party has previously challenged, in any manner, the designation of the  
16 Protected Material that is the subject of the motion to seal.

17 **11. FINAL DISPOSITION**

18 Unless otherwise ordered or agreed in writing by the Producing Party, within sixty days after  
19 the final termination of this action and upon demand, each Receiving Party must return all Protected  
20 Material to the Producing Party. As used in this subdivision, “all Protected Material” includes all  
21 copies, abstracts, compilations, summaries or any other form of reproducing or capturing any of the  
22 Protected Material. With permission in writing from the Designating Party, the Receiving Party may  
23 destroy some or all of the Protected Material instead of returning it. Whether the Protected Material  
24 is returned or destroyed, the Receiving Party must submit a written certification to the Producing  
25 Party (and, if not the same person or entity, to the Designating Party) by the sixty-day deadline that  
26 identifies (by category, where appropriate) all the Protected Material that was returned or destroyed  
27 and that affirms that the Receiving Party has not retained any copies, abstracts, compilations,  
28 summaries or other forms of reproducing or capturing any of the Protected Material. Notwithstanding

1 this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers,  
2 transcripts, legal memoranda, correspondence or attorney work product, even if such materials  
3 contain Protected Material. Any such archival copies that contain or constitute Protected Material  
4 remain subject to this Stipulated Protective Order as set forth in Section 4 (DURATION), above.

5 **12. CLAWBACK PROVISION**

6 To expedite and facilitate the production of electronic and hard copy information between  
7 the parties, and to protect against inadvertent disclosure of attorney-client privileged  
8 communications or work product materials, the parties agree to this “Clawback Provision”.  
9 Specifically, the parties agree that the inadvertent disclosure or production of any information or  
10 document that a party may claim to be covered by attorney-client privilege or work product  
11 protection will not be deemed to waive that party’s claim to its privileged or protected nature or  
12 otherwise estop that party or the privilege holder from designating the information or document as  
13 privileged or protected at a later date. Any party inadvertently producing privileged or protected  
14 information or documents shall notify the receiving party as soon as practicable and make a request,  
15 in writing, for the return or destruction of the privileged or protected documents or information.  
16 Upon receipt of such a request, the receiving party shall return or destroy the documents or  
17 information – and any copies, summaries, or compilations of such – within three calendar days,  
18 regardless of whether the receiving party agrees with the claim of privilege and/or work-product  
19 protection.

20 **13. MISCELLANEOUS**

21 13.1. Counsel agree to maintain a file of all Certifications (Exhibit A) required by this  
22 Agreement. The file containing the Certifications (Exhibit A) and the specific Certifications  
23 therein shall not be available for review by opposing counsel absent agreement of the parties or an  
24 order of the Court to this action determining that there is a good faith basis for the Certifications, or  
25 any part of them, to be reviewed.

26 13.2. Right to Further Relief. Nothing in this Stipulated Protective Order abridges the right  
27 of any person to seek its modification by the Court in the future.

28 13.3. Right to Assert Other Objections. By stipulating to the entry of this Stipulated

1 Protective Order, no Party waives any right it otherwise would have to object to disclosing or  
2 producing any information or item on any ground not addressed in this Stipulated Protective Order.  
3 Similarly, no Party waives any right to object on any ground to use in evidence of any of the material  
4 covered by this Stipulated Protective Order.

5 13.4 Any violation of this Stipulated Protective Order shall be deemed a material violation  
6 of a Court order and shall enable the Designating Party to request sanctions by the Court.

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

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10 DATED: May 27, 2021

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KAREN L. STEVENSON  
UNITED STATES MAGISTRATE JUDGE

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare  
5 under penalty of perjury that I have read in its entirety and understand the Stipulated  
6 Protective Order that was issued by the United States District Court for the Central District  
7 of California on **May 27, 2021** in the case of *Edgar Trujillo v. Airport Terminal Services*  
8 *Case No. 2:20-cv-05008-JFW-KS*. I agree to comply with and to be bound by all the terms  
9 of this Stipulated Protective Order and I understand and acknowledge that failure to so  
10 comply could expose me to sanctions and punishment in the nature of contempt. I solemnly  
11 promise that I will not disclose in any manner any information or item that is subject to this  
12 Stipulated Protective Order to any person or entity except in strict compliance with the  
13 provisions of this Order.

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

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

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

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

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

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