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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

LINDA GUERRERO,
Plaintiff,
v.
FCA US, LLC, *et al.*,
Defendants.

Case No. CV 21-3565 TJH (PVCx)

STIPULATED PROTECTIVE ORDER

1. A. PURPOSES AND LIMITATIONS

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

1 when a party seeks permission from the court to file material under seal.

2 B. GOOD CAUSE STATEMENT

3 This action is likely to involve trade secrets, confidential communications, and
4 other valuable research, development, commercial, technical and/or proprietary
5 information regarding Defendant FCA US LLC's operations of manufacturing, selling,
6 distributing, and repairing vehicles for which special protection from public disclosure
7 and from use for any purpose other than prosecution of this action as warranted. Such
8 confidential and proprietary materials and information consist of, among other things,
9 confidential business information, confidential business communications, information
10 regarding confidential business practices, or other confidential research, development,
11 commercial, financial, technical, and or/proprietary information for which special
12 protection from public disclosure and from use for any purpose other than prosecution of
13 this action is warranted. Such confidential and proprietary materials and information
14 consist of, among other things, confidential business practices, or other confidential
15 research, development, or information otherwise generally unavailable to the public, or
16 which may be privileged or otherwise protected from disclosure under state or federal
17 statutes, court rules, case decisions, or common law.

18 Accordingly, to expedite the flow of information, to facilitate the prompt resolution
19 of disputes over confidentiality of discovery materials, to adequately protect information
20 the parties are entitled to keep confidential, to ensure that the parties are permitted
21 reasonable necessary uses of such material in preparation for and in the conduct of trial, to
22 address their handling at the end of the litigation, and serve the ends of justice, a
23 protective order for such information is justified in this matter. It is the intent of the
24 parties that information will not be designated as confidential for tactical reasons and that
25 nothing be so designated without good faith belief that it has been maintained in a
26 confidential, non-public manner, and there is good cause why it should not be part of the
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1 public record of this case.¹

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3 2. DEFINITIONS

4 2.1 Action: *Linda Guerrero v. FCA US LLC, et al.*, Case No. CV 21-3565 TJH
5 (PVCx).

6 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
7 information or items under this Order.

8 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it
9 is generated, stored or maintained) or tangible things that qualify for protection under
10 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
11 Statement.

12 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
13 support staff).

14 2.5 Designating Party: a Party or Non-Party that designates information or items
15 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

16 2.6 Disclosure or Discovery Material: all items or information, regardless of the
17 medium or manner in which it is generated, stored, or maintained (including, among other
18 things, testimony, transcripts, and tangible things), that are produced or generated in
19 disclosures or responses to discovery in this matter.

20 2.7 Expert: a person with specialized knowledge or experience in a matter
21 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
22 expert witness or as a consultant in this Action.

23 2.8 House Counsel: attorneys who are employees of a party to this Action.
24 House Counsel does not include Outside Counsel of Record or any other outside counsel.

25 2.9 Non-Party: any natural person, partnership, corporation, association, or
26 other legal entity not named as a Party to this action.

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28 ¹ The Receiving Party reserves the right to challenge any designation of confidentiality as described below.

1 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
2 this Action but are retained to represent or advise a party to this Action and have appeared
3 in this Action on behalf of that party or are affiliated with a law firm which has appeared
4 on behalf of that party, and includes support staff.

5 2.11 Party: any party to this Action, including all of its officers, directors,
6 employees, consultants, retained experts, and Outside Counsel of Record (and their
7 support staffs).

8 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
9 Discovery Material in this Action.

10 2.13 Professional Vendors: persons or entities that provide litigation support
11 services (e.g., photocopying, videotaping, translating, preparing exhibits or
12 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
13 their employees and subcontractors.

14 2.14 Protected Material: any Disclosure or Discovery Material that is designated
15 as “CONFIDENTIAL.”

16 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
17 from a Producing Party.

18
19 3. SCOPE

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

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

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1 4. DURATION

2 Once a case proceeds to trial, all of the information that was designated as
3 confidential or maintained pursuant to this protective order becomes public and will be
4 presumptively available to all members of the public, including the press, unless
5 compelling reasons supported by specific factual findings to proceed otherwise are made
6 to the trial judge in advance of the trial. *See Kamakana v. City and County of Honolulu*,
7 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing
8 documents produced in discovery from “compelling reasons” standard when merits-
9 related documents are part of court record). Accordingly, the terms of this protective order
10 do not extend beyond the commencement of the trial.

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

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19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

27 Mass, indiscriminate, or routinized designations are prohibited. Designations that
28 are shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*,

1 to unnecessarily encumber the case development process or to impose unnecessary
2 expenses and burdens on other parties) may expose the Designating Party to sanctions.

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

6 5.2 Manner and Timing of Designations. Except as otherwise provided in this
7 Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or
8 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
9 must be clearly so designated before the material is disclosed or produced.

10 Designation in conformity with this Order requires:

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

19 A Party or Non-Party that makes original documents
20 available for inspection need not designate them for protection until
21 after the inspecting Party has indicated which documents it would
22 like copied and produced. During the inspection and before the
23 designation, all of the material made available for inspection shall be
24 deemed "CONFIDENTIAL." After the inspecting Party has
25 identified the documents it wants copied and produced, the
26 Producing Party must determine which documents, or portions
27 thereof, qualify for protection under this Order. Then, before
28 producing the specified documents, the Producing Party must affix

1 the “CONFIDENTIAL legend” to each page that contains Protected
2 Material. If only a portion or portions of the material on a page
3 qualifies for protection, the Producing Party also must clearly
4 identify the protected portion(s) (*e.g.*, by making appropriate
5 markings in the margins).

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

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

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

21 22 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

25 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
26 process under Local Rule 37.1 *et seq.*

27 6.3 The burden of persuasion in any such challenge proceeding shall be on the
28 Designating Party. Frivolous challenges, and those made for an improper purpose (*e.g.*, to

1 harass or impose unnecessary expenses and burdens on other parties) may expose the
2 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the
3 confidentiality designation, all parties shall continue to afford the material in question the
4 level of protection to which it is entitled under the Producing Party's designation until the
5 Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

8 7.1 Basic Principles. A Receiving Party may use Protected Material that is
9 disclosed or produced by another Party or by a Non-Party in connection with this Action
10 only for prosecuting, defending, or attempting to settle this Action. Such Protected
11 Material may be disclosed only to the categories of persons and under the conditions
12 described in this Order. When the Action has been terminated, a Receiving Party must
13 comply with the provisions of section 13 below (FINAL DISPOSITION).

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

17 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
18 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
19 may disclose any information or item designated "CONFIDENTIAL" only to:

20 (a) the Receiving Party's Outside Counsel of Record in this
21 Action, as well as employees of said Outside Counsel of Record to
22 whom it is reasonably necessary to disclose the information for this
23 Action;

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

27 (c) Experts (as defined in this Order) of the Receiving Party to
28 whom disclosure is reasonably necessary for this Action and who

1 have signed the “Acknowledgment and Agreement to Be Bound”
2 (Exhibit A);

3 (d) the court and its personnel;

4 (e) court reporters and their staff;

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

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

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

23 (i) any mediator or settlement officer, and their supporting
24 personnel, mutually agreed upon by any of the parties engaged in
25 settlement discussions.
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1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
2 OTHER LITIGATION

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

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

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

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

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

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

27 (a) The terms of this Order are applicable to information produced
28 by a Non-Party in this Action and designated as

1 “CONFIDENTIAL.” Such information produced by Non-Parties in
2 connection with this litigation is protected by the remedies and relief
3 provided by this Order. Nothing in these provisions should be
4 construed as prohibiting a Non-Party from seeking additional
5 protections.

6 (b) In the event that a Party is required, by a valid discovery
7 request, to produce a Non-Party’s confidential information in its
8 possession, and the Party is subject to an agreement with the Non-
9 Party not to produce the Non-Party’s confidential information, then
10 the Party shall:

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

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

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

20 (c) If the Non-Party fails to seek a protective order from this
21 court within 14 days of receiving the notice and accompanying
22 information, the Receiving Party may produce the Non-Party’s
23 confidential information responsive to the discovery request. If the
24 Non-Party timely seeks a protective order, the Receiving Party shall
25 not produce any information in its possession or control that is
26 subject to the confidentiality agreement with the Non-Party before a
27 determination by the court. Absent a court order to the contrary, the
28 Non-Party shall bear the burden and expense of seeking protection in

1 this court of its Protected Material.

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3 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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13 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
14 PROTECTED MATERIAL

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

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25 12. MISCELLANEOUS

26 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
27 person to seek its modification by the Court in the future.

28 12.2 Right to Assert Other Objections. By stipulating to the entry of this

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

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

11 12 13. FINAL DISPOSITION

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

1 in Section 4 (DURATION).

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

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6 GOOD CAUSE SHOWN BY THE PARTIES' STIPULATION, IT IS SO
7 ORDERED.

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9 DATED: January 11, 2022

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PEDRO V. CASTILLO
UNITED STATES MAGISTRATE JUDGE

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 under penalty of
5 perjury that I have read in its entirety and understand the Stipulated Protective Order that
6 was issued by the United States District Court for the Central District of California on
7 _____ in the case of *Linda Guerrero v. FCA US LLC, et al.*,
8 Case No. CV 21-3565 TJH (PVCx). I agree to comply with and to be bound by all the
9 terms of this Stipulated Protective Order and I understand and acknowledge that failure to
10 so comply could expose me to sanctions and punishment in the nature of contempt. I
11 solemnly promise that I will not disclose in any manner any information or item that is
12 subject to this Stipulated Protective Order to any person or entity except in strict
13 compliance with the provisions of this Order.

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

21
22 Date: _____

23 City and State where sworn and signed: _____

24 Printed name: _____

25 Signature: _____

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