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6 Attorneys for Defendant,
 HAIER US APPLIANCE SOLUTIONS, INC. d/b/a/ GE Appliances,
 erroneously sued and served as “General Electric”
 7

8 **UNITED STATES DISTRICT COURT**
FOR THE CENTRAL DISTRICT OF CALIFORNIA

9
 10 IRENE GONZALEZ,
 11
 Plaintiff,
 12 v.
 13 GENERAL ELECTRIC; HAIER US
 APPLIANCE SOLUTIONS, INC. d/b/a
 14 GE APPLIANCES; DOES 1 to 99
 inclusive, ROES 1 to 99, inclusive,
 15
 Defendants.
 16

Case No.: 2-23-cv-01866-MEMF-SK
 District Judge: Maame Ewusi-Mensah
 Frimpong
 Magistrate Judge: Steve Kim

**STIPULATED PROTECTIVE
 ORDER**

Action Filed: January 25, 2023

17
 18 **I. PURPOSES AND LIMITATIONS**

19 A. Discovery in this action is likely to involve production of confidential,
 20 proprietary, or private information for which special protection from public
 21 disclosure and from use for any purpose other than prosecuting this litigation
 22 may be warranted. Accordingly, the parties hereby stipulate to and petition
 23 the Court to enter the following Stipulated Protective Order. The parties
 24

1 acknowledge that this Order does not confer blanket protections on all
2 disclosures or responses to discovery and that the protection it affords from
3 public disclosure and use extends only to the limited information or items
4 that are entitled to confidential treatment under the applicable legal
5 principles. The parties further acknowledge, as set forth in Section XIII(C),
6 below, that this Stipulated Protective Order does not entitle them to file
7 confidential information under seal; Civil Local Rule 79-5 sets forth the
8 procedures that must be followed and the standards that will be applied when
9 a party seeks permission from the Court to file material under seal.
10

11 **II. GOOD CAUSE STATEMENT**

12 A. This action is likely to involve trade secrets, customer and pricing lists
13 and other valuable research, development, commercial, financial, technical
14 and/or proprietary information for which special protection from public
15 disclosure and from use for any purpose other than prosecution of this action
16 is warranted. Such confidential and proprietary materials and information
17 consist of, among other things, confidential business or financial information,
18 information regarding confidential business practices, or other confidential
19 research, development, or commercial information (including information
20 implicating privacy rights of third parties), information otherwise generally
21 unavailable to the public, or which may be privileged or otherwise protected
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1 from disclosure under state or federal statutes, court rules, case decisions, or
2 common law. Accordingly, to expedite the flow of information, to facilitate
3 the prompt resolution of disputes over confidentiality of discovery materials,
4 to adequately protect information the parties are entitled to keep confidential,
5 to ensure that the parties are permitted reasonable necessary uses of such
6 material in preparation for and in the conduct of trial, to address their
7 handling at the end of the litigation, and serve the ends of justice, a protective
8 order for such information is justified in this matter. It is the intent of the
9 parties that information will not be designated as confidential for tactical
10 reasons and that nothing be so designated without a good-faith belief that it
11 has been maintained in a confidential, non-public manner, and there is good
12 cause why it should not be part of the public record of this case.
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14

15 **III. DEFINITIONS**

16 A. Action: This pending federal action in the United States District Court,
17 Central District of California, styled *Irene Gonzalez v. General Electric*, et
18 al. Case No. 2-23-cv-01866-MEMF-SK, including the lawsuit initially filed
19 with the Los Angeles Superior Court, case no. 23PSCV00220.

20
21 B. Challenging Party: A Party or Non-Party that challenges the
22 designation of information or items under this Order.

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

4 D. Counsel: Outside Counsel of Record and House Counsel (as well as
5 their support staff).
6

7 E. Designating Party: A Party or Non-Party that designates information
8 or items that it produces in disclosures or in responses to discovery as
9 “CONFIDENTIAL.”

10 F. Disclosure or Discovery Material: All items or information, regardless
11 of the medium or manner in which it is generated, stored, or maintained
12 (including, among other things, testimony, transcripts, and tangible things),
13 that are produced or generated in disclosures or responses to discovery in this
14 matter.
15

16 G. Expert: A person with specialized knowledge or experience in a matter
17 pertinent to the litigation who has been retained by a Party or its counsel to
18 serve as an expert witness or as a consultant in this Action.
19

20 H. House Counsel: Attorneys who are employees of a party to this
21 Action. House Counsel does not include Outside Counsel of Record or any
22 other outside counsel.

23 I. Non-Party: Any natural person, partnership, corporation, association,
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1 or other legal entity not named as a Party to this action.

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

7
8 K. Party: Any party to this Action, including all of its officers, directors,
9 employees, consultants, retained experts, and Outside Counsel of Record
10 (and their support staffs).

11
12 L. Producing Party: A Party or Non-Party that produces Disclosure or
13 Discovery Material in this Action.

14 M. Professional Vendors: Persons or entities that provide litigation
15 support services (e.g., photocopying, videotaping, translating, preparing
16 exhibits or demonstrations, and organizing, storing, or retrieving data in any
17 form or medium) and their employees and subcontractors.

18
19 N. Protected Material: Any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL.”

21 O. Receiving Party: A Party that receives Disclosure or Discovery
22 Material from a Producing Party.

23 **IV. SCOPE**

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

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

10 **V. DURATION**

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

22 A. Exercise of Restraint and Care in Designating Material for Protection

23 1. Each Party or Non-Party that designates information or items
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1 for protection under this Order must take care to limit any such
2 designation to specific material that qualifies under the appropriate
3 standards. The Designating Party must designate for protection only
4 those parts of material, documents, items, or oral or written
5 communications that qualify so that other portions of the material,
6 documents, items, or communications for which protection is not
7 warranted are not swept unjustifiably within the ambit of this Order.
8

9 2. Mass, indiscriminate, or routinized designations are prohibited.
10 Designations that are shown to be clearly unjustified or that have been
11 made for an improper purpose (e.g., to unnecessarily encumber the
12 case development process or to impose unnecessary expenses and
13 burdens on other parties) may expose the Designating Party to
14 sanctions.
15

16 3. If it comes to a Designating Party's attention that information or
17 items that it designated for protection do not qualify for protection, that
18 Designating Party must promptly notify all other Parties that it is
19 withdrawing the inapplicable designation.
20

21 B. Manner and Timing of Designations

22 1. Except as otherwise provided in this Order (*see e.g.*, Section
23 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or
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1 Discovery Material that qualifies for protection under this Order must
2 be clearly so designated before the material is disclosed or produced.

3 2. Designation in conformity with this Order requires the
4 following:

5 a. For information in documentary form (e.g., paper or
6 electronic documents, but excluding transcripts of depositions
7 or other pretrial or trial proceedings), that the Producing Party
8 affix at a minimum, the legend “CONFIDENTIAL” (hereinafter
9 “CONFIDENTIAL legend”), to each page that contains
10 protected material. If only a portion or portions of the material
11 on a page qualifies for protection, the Producing Party also must
12 clearly identify the protected portion(s) (e.g., by making
13 appropriate markings in the margins).

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

11 c. For testimony given in depositions, that the Designating
12 Party identify the Disclosure or Discovery Material on the
13 record, before the close of the deposition all protected
14 testimony.

16 d. For information produced in form other than document
17 and for any other tangible items, that the Producing Party affix
18 in a prominent place on the exterior of the container or
19 containers in which the information is stored the legend
20 “CONFIDENTIAL.” If only a portion or portions of the
21 information warrants protection, the Producing Party, to the
22 extent practicable, shall identify the protected portion(s).
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24

1 C. Inadvertent Failure to Designate

2 1. If timely corrected, an inadvertent failure to designate qualified
3 information or items does not, standing alone, waive the Designating
4 Party's right to secure protection under this Order for such material.
5 Upon timely correction of a designation, the Receiving Party must
6 make reasonable efforts to assure that the material is treated in
7 accordance with the provisions of this Order.
8

9 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

10 A. Timing of Challenges

11 1. Any party or Non-Party may challenge a designation of
12 confidentiality at any time that is consistent with the Court's
13 Scheduling Order.
14

15 B. Meet and Confer

16 1. The Challenging Party shall initiate the dispute resolution
17 process under Local Rule 37.1 et seq.
18

19 C. The burden of persuasion in any such challenge proceeding shall be on
20 the Designating Party. Frivolous challenges, and those made for an improper
21 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
22 parties) may expose the Challenging Party to sanctions. Unless the
23 Designating Party has waived or withdrawn the confidentiality designation,
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1 all parties shall continue to afford the material in question the level of
2 protection to which it is entitled under the Producing Party’s designation until
3 the Court rules on the challenge.
4

5 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

6 **A. Basic Principles**

7 1. A Receiving Party may use Protected Material that is disclosed
8 or produced by another Party or by a Non-Party in connection with this
9 Action only for prosecuting, defending, or attempting to settle this
10 Action. Such Protected Material may be disclosed only to the
11 categories of persons and under the conditions described in this Order.
12 When the Action has been terminated, a Receiving Party must comply
13 with the provisions of Section XIV below.
14

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

19 **B. Disclosure of “CONFIDENTIAL” Information or Items**

20 1. Unless otherwise ordered by the Court or permitted in writing
21 by the Designating Party, a Receiving Party may disclose any
22 information or item designated “CONFIDENTIAL” only to:

23 a. The Receiving Party’s Outside Counsel of Record in this
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1 Action, as well as employees of said Outside Counsel of Record
2 to whom it is reasonably necessary to disclose the information
3 for this Action;

4 b. The officers, directors, and employees (including House
5 Counsel) of the Receiving Party to whom disclosure is
6 reasonably necessary for this Action;

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

11 d. The Court and its personnel;

12 e. Court reporters and their staff;

13 f. Professional jury or trial consultants, mock jurors, and
14 Professional Vendors to whom disclosure is reasonably
15 necessary for this Action and who have signed the
16 “Acknowledgment and Agreement to be Bound” attached as
17 Exhibit A hereto;

18 g. The author or recipient of a document containing the
19 information or a custodian or other person who otherwise
20 possessed or knew the information;

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1 h. During their depositions, witnesses, and attorneys for
2 witnesses, in the Action to whom disclosure is reasonably
3 necessary provided: (i) the deposing party requests that the
4 witness sign the “Acknowledgment and Agreement to Be
5 Bound;” and (ii) they will not be permitted to keep any
6 confidential information unless they sign the “Acknowledgment
7 and Agreement to Be Bound,” unless otherwise agreed by the
8 Designating Party or ordered by the Court. Pages of transcribed
9 deposition testimony or exhibits to depositions that reveal
10 Protected Material may be separately bound by the court
11 reporter and may not be disclosed to anyone except as permitted
12 under this Stipulated Protective Order; and

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15 i. Any mediator or settlement officer, and their supporting
16 personnel, mutually agreed upon by any of the parties engaged
17 in settlement discussions.
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19 ///

20 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
21 **PRODUCED IN OTHER LITIGATION**

22 A. If a Party is served with a subpoena or a court order issued in other
23 litigation that compels disclosure of any information or items designated in
24

1 this Action as “CONFIDENTIAL,” that Party must:

2 1. Promptly notify in writing the Designating Party. Such
3 notification shall include a copy of the subpoena or court order;

4 2. Promptly notify in writing the party who caused the subpoena
5 or order to issue in the other litigation that some or all of the material
6 covered by the subpoena or order is subject to this Protective Order.
7 Such notification shall include a copy of this Stipulated Protective
8 Order; and
9

10 3. Cooperate with respect to all reasonable procedures sought to be
11 pursued by the Designating Party whose Protected Material may be
12 affected.
13

14 B. If the Designating Party timely seeks a protective order, the Party
15 served with the subpoena or court order shall not produce any information
16 designated in this action as “CONFIDENTIAL” before a determination by
17 the Court from which the subpoena or order issued, unless the Party has
18 obtained the Designating Party’s permission. The Designating Party shall
19 bear the burden and expense of seeking protection in that court of its
20 confidential material and nothing in these provisions should be construed as
21 authorizing or encouraging a Receiving Party in this Action to disobey a
22 lawful directive from another court.
23
24

1 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
2 **PRODUCED IN THIS LITIGATION**

3 A. The terms of this Order are applicable to information produced by a
4 Non-Party in this Action and designated as “CONFIDENTIAL.” Such
5 information produced by Non-Parties in connection with this litigation is
6 protected by the remedies and relief provided by this Order. Nothing in these
7 provisions should be construed as prohibiting a Non-Party from seeking
8 additional protections.
9

10 B. In the event that a Party is required, by a valid discovery request, to
11 produce a Non-Party’s confidential information in its possession, and the
12 Party is subject to an agreement with the Non-Party not to produce the Non-
13 Party’s confidential information, then the Party shall:
14

15 1. Promptly notify in writing the Requesting Party and the Non-
16 Party that some or all of the information requested is subject to a
17 confidentiality agreement with a Non-Party;

18 2. Promptly provide the Non-Party with a copy of the Stipulated
19 Protective Order in this Action, the relevant discovery request(s), and
20 a reasonably specific description of the information requested; and

21 3. Make the information requested available for inspection by the
22 Non-Party, if requested.
23
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1 C. If the Non-Party fails to seek a protective order from this court within
2 fourteen (14) days of receiving the notice and accompanying information, the
3 Receiving Party may produce the Non-Party's confidential information
4 responsive to the discovery request. If the Non-Party timely seeks a
5 protective order, the Receiving Party shall not produce any information in its
6 possession or control that is subject to the confidentiality agreement with the
7 Non-Party before a determination by the court. Absent a court order to the
8 contrary, the Non-Party shall bear the burden and expense of seeking
9 protection in this court of its Protected Material.
10

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

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

2 A. When a Producing Party gives notice to Receiving Parties that certain
3 inadvertently produced material is subject to a claim of privilege or other
4 protection, the obligations of the Receiving Parties are those set forth in Fed.
5 R. Civ. P. 26(b)(5)(B). This provision is not intended to modify whatever
6 procedure may be established in an e-discovery order that provides for
7 production without prior privilege review. Pursuant to Fed. R. Evid. 502(d)
8 and (e), insofar as the parties reach an agreement on the effect of disclosure
9 of a communication or information covered by the attorney-client privilege
10 or work product protection, the parties may incorporate their agreement in
11 the Stipulated Protective Order submitted to the Court.
12

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14 **XIII. MISCELLANEOUS**

15 A. Right to Further Relief

16 1. Nothing in this Order abridges the right of any person to seek its
17 modification by the Court in the future.

18 B. Right to Assert Other Objections

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

3 C. Filing Protected Material

4 1. A Party that seeks to file under seal any Protected Material must
5 comply with Civil Local Rule 79-5. Protected Material may only be
6 filed under seal pursuant to a court order authorizing the sealing of the
7 specific Protected Material at issue. If a Party's request to file
8 Protected Material under seal is denied by the Court, then the
9 Receiving Party may file the information in the public record unless
10 otherwise instructed by the Court.
11
12

13 **XIV. FINAL DISPOSITION**

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

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14 B. Any violation of this Order may be punished by any and all appropriate
15 measures including, without limitation, contempt proceedings and/or
16 monetary sanctions.
17

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

19
20 Dated: March _12_, 2024

WATKINS & LETOFSKY, LLP

21 *Sean M. Novak*

22 Sean M. Novak, Esq.
23 Farbod Youmtobian
24 Attorneys for Plaintiff, IRENE
GONZALEZ

1 Dated: February 19, 2024

WILSON ELSER MOSKOWITZ

2 /s/ Valeria Granata

3
4 B. Otis Felder
Valeria Granata
5 Attorneys for Defendant, HAIER US
APPLIANCE SOLUTIONS, INC.
6 d/b/a/ GE Appliances, erroneously
7 sued and served as “General
Electric”

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9
10 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

11 Dated: March 20, 2024

12 

13 Steve Kim, U.S. 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 perjury
5 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
7 California on _____ in the case of *State Irene Gonzalez v. General*
8 *Electric, et al.* Case No. 2-23-cv-01866-MEMF-SK. I agree to comply with and
9 to be bound by all the terms of this Stipulated Protective Order and I understand
10 and acknowledge that failure to so comply could expose me to sanctions and
11 punishment in the nature of contempt. I solemnly promise that I will not disclose
12 in any manner any information or item that is subject to this Stipulated Protective
13 Order to any person or entity except in strict compliance with the provisions of
14 this Order.
15

16
17 I further agree to submit to the jurisdiction of the United States District
18 Court for the Central District of California for the purpose of enforcing the terms
19 of this Stipulated Protective Order, even if such enforcement proceedings occur
20 after termination of this action. I hereby appoint _____
21 [print or type full name] of _____ [print or type full
22 address and telephone number] as my California agent for service of process in
23
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1 connection with this action or any proceedings related to enforcement of this

2 Stipulated Protective Order.

3 Date: _____

4 City and State where sworn and signed: _____

5 Printed Name: _____

6 Signature: _____

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