

Steven S. Vahidi (SBN 283951)

Steven@VahidiLawGroup.com

Aubree Mackey (SBN 297550)

aubreemackeyesq@gmail.com

STEVEN VAHIDI LAW GROUP

5000 Birch Street, West Tower, Suite 3000

Newport Beach, CA 92660

Telephone: 833.852.8529

Attorneys for Cross-Defendant LIBBEY GLASS LLC

(incorrectly pleaded as Libby, Inc. fka Libby Glass, Inc.)

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION

DEBBIE MENDOZA, an Individual,

Plaintiff,

vs.

PRINCESS HOUSE, INC., a Corporation;

AND DOES 1 THROUGH 100, inclusive,

Defendants,

Case No. 5:21-cv-01491 ODW (SHKx)

Judge: Hon. Otis D. Wright II,

Dept. 5D

**STIPULATED PROTECTIVE
ORDER FOR DISCLOSURE OF
CONFIDENTIAL INFORMATION
AND DOCUMENTS**

Filed: September 1, 2021

Trial Date: None

Re: PRINCESS HOUSE, INC.,

Cross-

Complainant,

vs.

LIBBY, INC. fka LIBBY GLASS, INC.

and ROES 1 through 100, inclusive,

Cross-

Defendants

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1 **IT IS HEREBY STIPULATED** by and between Plaintiff DEBBIE
2 MENDOZA, Defendant and Cross-Complainant PRINCESS HOUSE, INC., and
3 Cross-Defendant LIBBEY GLASS LLC (incorrectly pleaded as Libby, Inc. fka
4 Libby Glass, Inc.) by and through their respective counsel of record, that this Court
5 may enter a protective order to facilitate the exchange of confidential information in
6 this matter, including but not limited to trade secrets; confidential research,
7 development, or other commercial information; other proprietary or sensitive
8 business information; or personal, medical, or personnel information.

9 **1. A. `PURPOSES AND LIMITATIONS:**

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

23 **B. GOOD CAUSE STATEMENT**

24 This action is likely to involve trade secrets, customer and pricing lists and
25 other valuable research, development, commercial, financial, technical and/or
26 proprietary information for which special protection from public disclosure and
27 from use for any purpose other than prosecution of this action is warranted. Such
28 confidential and proprietary materials and information consist of, among other

1 things, confidential business or financial information, information regarding
2 confidential business practices, or other confidential research, development, or
3 commercial information (including information implicating privacy rights of third
4 parties), information otherwise generally unavailable to the public, or which may be
5 privileged or otherwise protected from disclosure under state or federal statutes,
6 court rules, case decisions, or common law.

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

17 **2. DEFINITIONS**

18 2.1 Action: Debbie Mendoza v. Princess House, Inc. et. al., Central District
19 of California, Eastern Division, Civil Case No. 5:21-cv-01491 ODW.

20 2.2 Challenging Party: a Party or Non-Party that challenges the designation
21 of information or items under this Order.

22 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
23 how it is generated, stored or maintained) or tangible things that qualify for
24 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
25 the Good Cause Statement.

26 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
27 their support staff).

28 2.5 Designating Party: a Party or Non-Party that designates information or

1 items that it produces in disclosures or in responses to discovery as
2 “CONFIDENTIAL.”

3 2.6 Disclosure or Discovery Material: all items or information, regardless
4 of the medium or manner in which it is generated, stored, or maintained (including,
5 among other things, testimony, transcripts, and tangible things), that are produced or
6 generated in disclosures or responses to discovery in this matter.

7 2.7 Expert: a person with specialized knowledge or experience in a matter
8 pertinent to the litigation who has been retained by a Party or its counsel to serve as
9 an expert witness or as a consultant in this Action.

10 2.8 House Counsel: attorneys who are employees of a party to this Action.
11 House Counsel does not include Outside Counsel of Record or any other outside
12 counsel.

13 2.9 Non-Party: any natural person, partnership, corporation, association, or
14 other legal entity not named as a Party to this action.

15 2.10 Outside Counsel of Record: attorneys who are not employees of a party
16 to this Action but are retained to represent or advise a party to this Action and have
17 appeared in this Action on behalf of that party or are affiliated with a law firm which
18 has appeared on behalf of that party, and includes support staff.

19 2.11 Party: any party to this Action, including all of its officers, directors,
20 employees, consultants, retained experts, and Outside Counsel of Record (and their
21 support staffs).

22 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
23 Discovery Material in this Action.

24 2.13 Professional Vendors: persons or entities that provide litigation support
25 services (e.g., photocopying, videotaping, translating, preparing exhibits or
26 demonstrations, and organizing, storing, or retrieving data in any form or medium)
27 and their employees and subcontractors.

28 2.14 Protected Material: any Disclosure or Discovery Material that is

designated as “CONFIDENTIAL.”

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

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

4. DURATION

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

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection.
Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept

1 unjustifiably within the ambit of this Order. Mass, indiscriminate, or routinized
2 designations are prohibited. Designations that are shown to be clearly unjustified or
3 that have been made for an improper purpose (e.g., to unnecessarily encumber the
4 case development process or to impose unnecessary expenses and burdens on other
5 parties) may expose the Designating Party to sanctions. If it comes to a Designating
6 Party's attention that information or items that it designated for protection do not
7 qualify for protection, that Designating Party must promptly notify all other Parties
8 that it is withdrawing the inapplicable designation.

9 5.2 Manner and Timing of Designations.

10 Except as otherwise provided in this Order (see, e.g., second paragraph of section
11 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery
12 Material that qualifies for protection under this Order must be clearly so designated
13 before the material is disclosed or produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic
16 documents, but excluding transcripts of depositions or other pretrial or trial
17 proceedings), that the Producing Party affix at a minimum, the legend
18 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
19 contains protected material. If only a portion or portions of the material on a page
20 qualifies for protection, the Producing Party also must clearly identify the protected
21 portion(s) (e.g., by making appropriate markings in the margins). A Party or Non-
22 Party that makes original documents available for inspection need not designate
23 them for protection until after the inspecting Party has indicated which documents it
24 would like copied and produced. During the inspection and before the designation,
25 all of the material made available for inspection shall be deemed
26 "CONFIDENTIAL." After the inspecting Party has identified the documents it
27 wants copied and produced, the Producing Party must determine which documents,
28 or portions thereof, qualify for protection under this Order. Then, before producing

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

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

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

15 5.3 Inadvertent Failures to Designate.

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

21 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
23 designation of confidentiality at any time that is consistent with the Court’s
24 Scheduling Order.

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

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

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

7 **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
10 Action only for prosecuting, defending, or attempting to settle this Action. Such
11 Protected Material may be disclosed only to the categories of persons and under the
12 conditions described in this Order. When the Action has been terminated, a
13 Receiving Party must comply with the provisions of section 13 below (FINAL
14 DISPOSITION). Protected Material must be stored and maintained by a Receiving
15 Party at a location and in a secure manner that ensures that access is limited to the
16 persons authorized under this Order.

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

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

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

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

28 (d) the court and its personnel;

- 1 (e) court reporters and their staff;
- 2 (f) professional jury or trial consultants, mock jurors, and Professional
- 3 Vendors to whom disclosure is reasonably necessary for this Action and who have
- 4 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 5 (g) the author or recipient of a document containing the information or
- 6 a custodian or other person who otherwise possessed or knew the information;
- 7 (h) during their depositions, witnesses, and attorneys for witnesses, in
- 8 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
- 9 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)
- 10 they will not be permitted to keep any confidential information unless they sign the
- 11 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
- 12 agreed by the Designating Party or ordered by the court. Pages of transcribed
- 13 deposition testimony or exhibits to depositions that reveal Protected Material may
- 14 be separately bound by the court reporter and may not be disclosed to anyone except
- 15 as permitted under this Stipulated Protective Order; and
- 16 (i) any mediator or settlement officer, and their supporting personnel,
- 17 mutually agreed upon by any of the parties engaged in settlement discussions.

18 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**

19 **PRODUCED IN OTHER LITIGATION**

20 If a Party is served with a subpoena or a court order issued in other litigation

21 that compels disclosure of any information or items designated in this Action as

22 “CONFIDENTIAL,” that Party must:

23 (a) promptly notify in writing the Designating Party. Such notification

24 shall include a copy of the subpoena or court order;

25 (b) promptly notify in writing the party who caused the subpoena or

26 order to issue in the other litigation that some or all of the material covered by the

27 subpoena or order is subject to this Protective Order. Such notification shall include

28 a copy of this Stipulated Protective Order; and

1 (c) cooperate with respect to all reasonable procedures sought to be
2 pursued by the Designating Party whose Protected Material may be affected. If the
3 Designating Party timely seeks a protective order, the Party served with the
4 subpoena or court order shall not produce any information designated in this action
5 as "CONFIDENTIAL" before a determination by the court from which the
6 subpoena or order issued, unless the Party has obtained the Designating Party's
7 permission. The Designating Party shall bear the burden and expense of seeking
8 protection in that court of its confidential material and nothing in these provisions
9 should be construed as authorizing or encouraging a Receiving Party in this Action
10 to disobey a lawful directive from another court.

11 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
12 **PRODUCED IN THIS LITIGATION**

13 (a) The terms of this Order are applicable to information produced by a
14 Non-Party in this Action and designated as "CONFIDENTIAL." Such information
15 produced by Non-Parties in connection with this litigation is protected by the
16 remedies and relief provided by this Order. Nothing in these provisions should be
17 construed as prohibiting a Non-Party from seeking additional protections.

18 (b) In the event that a Party is required, by a valid discovery request, to
19 produce a Non-Party's confidential information in its possession, and the Party is
20 subject to an agreement with the Non-Party not to produce the Non-Party's
21 confidential information, then the Party shall:

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

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

28 (3) make the information requested available for inspection by

1 the Non-Party, if requested.

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

10 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

19 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
20 **PROTECTED MATERIAL**

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

1 parties may incorporate their agreement in the stipulated protective order submitted
2 to the court.

3 **12. MISCELLANEOUS**

4 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
5 person to seek its modification by the Court in the future.

6 12.2 Right to Assert Other Objections. By stipulating to the entry of this
7 Protective Order no Party waives any right it otherwise would have to object to
8 disclosing or producing any information or item on any ground not addressed in this
9 Stipulated Protective Order. Similarly, no Party waives any right to object on any
10 ground to use in evidence of any of the material covered by this Protective Order.

11 12.3 Filing Protected Material. A Party that seeks to file under seal any
12 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
13 only be filed under seal pursuant to a court order authorizing the sealing of the
14 specific Protected Material at issue. If a Party's request to file Protected Material
15 under seal is denied by the court, then the Receiving Party may file the information
16 in the public record unless otherwise instructed by the court.

17 **13. FINAL DISPOSITION**

18 After the final disposition of this Action, as defined in paragraph 4, within 60
19 days each Receiving Party must return all Protected Material to the Producing Party
20 or destroy such material. As used in this subdivision, "all Protected Material"
21 includes all copies, abstracts, compilations, summaries, and any other format
22 reproducing or capturing any of the Protected Material. Whether the Protected
23 Material is returned or destroyed, the Receiving Party must submit a written
24 certification to the Producing Party (and, if not the same person or entity, to the
25 Designating Party) by the 60 day deadline that (1) identifies (by category, where
26 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
27 that the Receiving Party has not retained any copies, abstracts, compilations,
28 summaries or any other format reproducing or capturing any of the Protected

1 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
2 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
3 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
4 work product, and consultant and expert work product, even if such materials
5 contain Protected Material. Any such archival copies that contain or constitute
6 Protected Material remain subject to this Protective Order as set forth in Section 4

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

10 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD**
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1 DATED: November 18, 2021

KP LAW

2
3 By: /s/ Aghavni V. Kasparian

4 Aghavni V. Kasparian

5 Zareh A. Jaltorossian

6 Attorneys for Plaintiff

DEBBIE MENDOZA

7 DATED: November 18, 2021

DIEDERICH & ASSOCIATES

8
9 By: /s/ Susan K. Andersen

10 Susan K. Andersen

11 Attorneys for Defendant

and Cross-Complainant

12 PRINCESS HOUSE, INC.

13 DATED: November 18, 2021

STEVEN VAHIDI LAW GROUP

14
15 By: /s/ Steven S. Vahidi

16 Steven S. Vahidi

17 Attorneys for Cross-Defendant

LIBBEY GLASS LLC

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19 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED**

20 DATED: 11/19/2021

21
22
23 By: 

24 Hon. Shashi H. Kewalramani

25 United States Magistrate Judge

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3
4 I, _____ [print or type full name], of
5 _____ [print or type full address], declare under penalty of perjury
6 that I have read in its entirety and understand the Stipulated Protective Order that
7 was issued by the United States District Court for the Central District of California
8 on [date] in the case of Debbie Mendoza v. Princess House, Inc. et. al., Central
9 District of California, Eastern Division, Civil Case No. 5:21-cv-01491 ODW.

10 I agree to comply with and to be bound by all the terms of this Stipulated
11 Protective Order and I understand and acknowledge that failure to so comply could
12 expose me to sanctions and punishment in the nature of contempt. I solemnly
13 promise that I will not disclose in any manner any information or item that is
14 subject to this Stipulated Protective Order to any person or entity except in strict
15 compliance with the provisions of this Order. I further agree to submit to the
16 jurisdiction of the United States District Court for the Central District of California
17 for the purpose of enforcing the terms of this Stipulated Protective Order, even if
18 such enforcement proceedings occur after termination of this action. I hereby
19 appoint _____ [print or type full name] of
20 _____ [print or type full address and
21 telephone number] as my California agent for service of process in
22 connection with this action or any proceedings related to enforcement of this
23 Stipulated Protective Order.

24 Date: _____

25 City and State where sworn and signed: _____

26 Printed name: _____

27 Signature: _____