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14 Attorneys for Defendant AMERICAN HONDA MOTOR CO., INC.

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 16  
 17 **UNITED STATES DISTRICT COURT**  
 18 **CENTRAL DISTRICT OF CALIFORNIA**  
 19

20 JENNIFER PEREZ MARTINEZ aka  
 21 JENNIFER PEREZ and EDGAR  
 LUNA AYAVIRI,

22  
 23 Plaintiffs,

24 vs.

25  
 26 AMERICAN HONDA MOTOR CO.,  
 INC., a California Corporation, and  
 27 DOES 1 through 10, inclusive,  
 28

**CASE No.: 8:22-CV-02106FWS(KESx)**

Assigned to: Hon. Fred W. Slaughter

**STIPULATED PROTECTIVE ORDER**

2 **I. PURPOSES AND LIMITATIONS**

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

17 **II. GOOD CAUSE STATEMENT**

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

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

### 13 **III. DEFINITIONS**

14 A. Action: *Jennifer Perez Martinez aka Jennifer Perez, Edgar Luna*  
15 *Ayaviri v. American Honda Motor Co., Inc.*

16 B. Challenging Party: A Party or Non-Party that challenges the  
17 designation of information or items under this Order.

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

22 D. Counsel: Outside Counsel of Record and House Counsel (as well as  
23 their support staff).

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

27 F. Disclosure or Discovery Material: All items or information,  
28 regardless of the medium or manner in which it is generated, stored, or

1 maintained (including, among other things, testimony, transcripts, and  
2 tangible things), that are produced or generated in disclosures or responses  
3 to discovery in this matter.

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

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

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

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

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

20 L. Producing Party: A Party or Non-Party that produces Disclosure or  
21 Discovery Material in this Action.

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

26 N. Protected Material: Any Disclosure or Discovery Material that is  
27 designated as "CONFIDENTIAL."

28 O. Receiving Party: A Party that receives Disclosure or Discovery

1 Material from a Producing Party.

2 **IV. SCOPE**

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

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

12 **V. DURATION**

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

22 **VI. DESIGNATING PROTECTED MATERIAL**

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

24 1. Each Party or Non-Party that designates information or items  
25 for protection under this Order must take care to limit any such  
26 designation to specific material that qualifies under the appropriate  
27 standards. The Designating Party must designate for protection only  
28 those parts of material, documents, items, or oral or written

1 communications that qualify so that other portions of the material,  
2 documents, items, or communications for which protection is not  
3 warranted are not swept unjustifiably within the ambit of this Order.

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

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

14 B. Manner and Timing of Designations

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

19 2. Designation in conformity with this Order requires the  
20 following:

21 a. For information in documentary form (e.g., paper or  
22 electronic documents, but excluding transcripts of depositions  
23 or other pretrial or trial proceedings), that the Producing Party  
24 affix at a minimum, the legend "CONFIDENTIAL"  
25 (hereinafter "CONFIDENTIAL legend"), to each page that  
26 contains protected material. If only a portion or portions of the  
27 material on a page qualifies for protection, the Producing Party  
28 also must clearly identify the protected portion(s) (e.g., by

1 making appropriate markings in the margins).

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

18 c. For testimony given in depositions, that the Designating  
19 Party identify the Disclosure or Discovery Material on the  
20 record, before the close of the deposition all protected  
21 testimony.

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

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 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

9 A. Timing of Challenges

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

13 B. Meet and Confer

14 1. The Challenging Party shall initiate the dispute resolution  
15 process under Local Rule 37.1 et seq.

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

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

25 A. Basic Principles

26 1. A Receiving Party may use Protected Material that is disclosed  
27 or produced by another Party or by a Non-Party in connection with  
28 this Action only for prosecuting, defending, or attempting to settle



1 this Action. Such Protected Material may be disclosed only to the  
2 categories of persons and under the conditions described in this  
3 Order. When the Action has been terminated, a Receiving Party must  
4 comply with the provisions of Section XIV below.

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

8 B. Disclosure of “CONFIDENTIAL” Information or Items

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

12 a. The Receiving Party’s Outside Counsel of Record in this  
13 Action, as well as employees of said Outside Counsel of  
14 Record to whom it is reasonably necessary to disclose the  
15 information for this Action;

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

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

23 d. The Court and its personnel;

24 e. Court reporters and their staff;

25 f. Professional jury or trial consultants, mock jurors, and  
26 Professional Vendors to whom disclosure is reasonably  
27 necessary for this Action and who have signed the  
28 “Acknowledgment and Agreement to be Bound” attached as

1 Exhibit A hereto;

2 g. The author or recipient of a document containing the  
3 information or a custodian or other person who otherwise  
4 possessed or knew the information;

5 h. During their depositions, witnesses, and attorneys for  
6 witnesses, in the Action to whom disclosure is reasonably  
7 necessary provided: (i) the deposing party requests that the  
8 witness sign the “Acknowledgment and Agreement to Be  
9 Bound;” and (ii) they will not be permitted to keep any  
10 confidential information unless they sign the  
11 “Acknowledgment and Agreement to Be Bound,” unless  
12 otherwise agreed by the Designating Party or ordered by the  
13 Court. Pages of transcribed deposition testimony or exhibits to  
14 depositions that reveal Protected Material may be separately  
15 bound by the court reporter and may not be disclosed to anyone  
16 except as permitted under this Stipulated Protective Order; and  
17 i. Any mediator or settlement officer, and their supporting  
18 personnel, mutually agreed upon by any of the parties engaged  
19 in settlement discussions.

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 this Action as “CONFIDENTIAL,” that Party must:

- 25 1. Promptly notify in writing the Designating Party. Such  
26 notification shall include a copy of the subpoena or court order;  
27 2. Promptly notify in writing the party who caused the subpoena  
28 or order to issue in the other litigation that some or all of the material

1 covered by the subpoena or order is subject to this Protective Order.  
2 Such notification shall include a copy of this Stipulated Protective  
3 Order; and

4 3. Cooperate with respect to all reasonable procedures sought to  
5 be pursued by the Designating Party whose Protected Material may be  
6 affected.

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

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

18 A. The terms of this Order are applicable to information produced by a  
19 Non-Party in this Action and designated as “CONFIDENTIAL.” Such  
20 information produced by Non-Parties in connection with this litigation is  
21 protected by the remedies and relief provided by this Order. Nothing in  
22 these provisions should be construed as prohibiting a Non-Party from  
23 seeking additional protections.

24 B. In the event that a Party is required, by a valid discovery request, to  
25 produce a Non-Party’s confidential information in its possession, and the  
26 Party is subject to an agreement with the Non-Party not to produce the Non-  
27 Party’s confidential information, then the Party shall:

28 1. Promptly notify in writing the Requesting Party and the Non-

1 Party that some or all of the information requested is subject to a  
2 confidentiality agreement with a Non-Party;

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

6 3. Make the information requested available for inspection by the  
7 Non-Party, if requested.

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

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

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

27 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
28 **OTHERWISE PROTECTED MATERIAL**

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

### 12 **XIII. MISCELLANEOUS**

#### 13 A. Right to Further Relief

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

#### 16 B. Right to Assert Other Objections

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

#### 23 C. Filing Protected Material

24 1. A Party that seeks to file under seal any Protected Material  
25 must comply with Civil Local Rule 79-5. Protected Material may  
26 only be filed under seal pursuant to a court order authorizing the  
27 sealing of the specific Protected Material at issue. If a Party's request  
28 to file Protected Material under seal is denied by the Court, then the

1 Receiving Party may file the information in the public record unless  
2 otherwise instructed by the Court.

3 **XIV. FINAL DISPOSITION**

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

24 B. Any violation of this Order may be punished by any and all  
25 appropriate measures including, without limitation, contempt proceedings  
26 and/or monetary sanctions.

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

4 Respectfully submitted,  
5 DATED: June 30, 2023 KNIGHT LAW GROUP, LLP

6  
7 By: /s/ Deepa Deva  
8 Deepa Deva  
9 Attorneys for Plaintiffs  
10 JENNIFER PEREZ MARTINEZ aka  
11 JENNIFER PEREZ and EDGAR LUNA  
12 AYAVIRI.

13 DATED: June 30, 2023 SJL LAW LLP

14 By: /s/ Sean Ducar  
15 Julian G. Senior  
16 Sean Ducar  
17 Attorneys for Defendant  
18 AMERICAN HONDA MOTOR CO., INC.

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

20 Dated: July 3, 2023  
21 Karen E. Scott  
22 HONORABLE KAREN E. SCOTT  
23 United States Magistrate Judge  
24  
25  
26  
27  
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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 that I  
6 have read in its entirety and understand the Stipulated Protective Order that was  
7 issue by the United States District Court for the Central District of California on  
8 \_\_\_\_\_ in the case of *Jennifer Perez Martinez aka Jennifer Perez And*  
9 *Edgar Luna Ayaviri v. American Honda Motor Co., Inc.*, Case No. 8:22-CV-  
10 02106FWS(KESx). I agree to comply with and to be bound by all the terms of  
11 this Stipulated Protective Order and I understand and acknowledge that failure to  
12 so comply could expose me to sanctions and punishment in the nature of  
13 contempt. I solemnly promise that I will not disclose in any manner any  
14 information or item that is subject to this Stipulated Protective Order to any person  
15 or entity except in strict compliance with the provisions of this Order.

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

24 Date: \_\_\_\_\_

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

26 Printed Name: \_\_\_\_\_

27 Signature: \_\_\_\_\_

28