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 7 DELTA AIR LINES, INC.

8 UNITED STATES DISTRICT COURT
 9 CENTRAL DISTRICT OF CALIFORNIA

10
 11 ERIKA GERAGHTY, an individual,) Case No.: 8:24-cv-00382-FWS-DFM
 12 Plaintiff,)
 13 vs.) **DISCOVERY MATTER:**
 14 DELTA AIR LINES, INC. and Does 1) **STIPULATED PROTECTIVE**
 15 through 50, inclusive,) **ORDER**
 16 Defendants.)
 17)

18
 19 1. A. PURPOSES AND LIMITATIONS

20 Discovery in this action is likely to involve production of confidential,
 21 proprietary, or private information for which special protection from public
 22 disclosure and from use for any purpose other than prosecuting this litigation
 23 may be warranted. Accordingly, the parties hereby stipulate to and petition the
 24 Court to enter the following Stipulated Protective Order. The parties
 25 acknowledge that this Order does not confer blanket protections on all
 26 disclosures or responses to discovery and that the protection it affords from
 27 public disclosure and use extends only to the limited information or items that
 28 are entitled to confidential treatment under the applicable legal principles. The

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1 parties further acknowledge, as set forth in Section 12.3, below, that this
2 Stipulated Protective Order does not entitle them to file confidential information
3 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed
4 and the standards that will be applied when a party seeks permission from the
5 court to file material under seal.

6 B. GOOD CAUSE STATEMENT

7 This action is likely to involve disclosure of personal and private
8 correspondence and medical information of the plaintiff, as well as confidential
9 customer and personnel information other valuable commercial, financial, and/or
10 proprietary information for which special protection from public disclosure and
11 from use for any purpose other than prosecution of this action is warranted.
12 Such confidential and proprietary materials and information consist of,
13 among other things, personal and private correspondence of the plaintiff, the
14 plaintiff's medical records, confidential business or financial information,
15 information regarding confidential business practices, or other confidential
16 commercial information (including information implicating privacy rights of
17 third parties), information otherwise generally unavailable to the public, or which
18 may be privileged or otherwise protected from disclosure under state or
19 federal statutes, court rules, case decisions, or common law. Accordingly, to
20 expedite the flow of information, to facilitate the prompt resolution of disputes
21 over confidentiality of discovery materials, to adequately protect information the
22 parties are entitled to keep confidential, to ensure that the parties are permitted
23 reasonably necessary uses of such material in preparation for and in the conduct
24 of trial, to address their handling at the end of the litigation, and serve the ends of
25 justice, a protective order for such information is justified in this matter. It is the
26 intent of the parties that information will not be designated as confidential for
27 tactical reasons and that nothing be so designated without a good faith belief
28 that it has been maintained in a confidential, non-public manner, and there is

1 good cause why it should not be part of the public record of this case.

2 2. DEFINITIONS

3 2.1 Action: this pending federal lawsuit.

4 2.2 Challenging Party: a Party or Non-Party that challenges the
5 designation of information or items under this Order.

6 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
7 how it is generated, stored or maintained) or tangible things that
8 qualify for protection under Federal Rule of Civil Procedure 26(c),
9 and as specified above in the Good Cause Statement.

10 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
11 their support staff).

12 2.5 Designating Party: a Party or Non-Party that designates
13 information or items that it produces in disclosures or in responses to
14 discovery as “CONFIDENTIAL.”

15 2.6 Disclosure or Discovery Material: all items or information,
16 regardless of the medium or manner in which it is generated,
17 stored, or maintained (including, among other things, testimony,
18 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
21 matter pertinent to the litigation who has been retained by a Party or
22 its counsel to serve as an expert witness or as a consultant in this
23 Action.

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

27 2.9 Non-Party: any natural person, partnership, corporation,
28 association, or other legal entity not named as a Party to this action.

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

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

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

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

16 2.14 Protected Material: any Disclosure or Discovery Material that is
17 designated as “CONFIDENTIAL.”

18 2.15 Receiving Party: a Party that receives Disclosure or Discovery
19 Material from a Producing Party.

20 3. SCOPE

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

28 4. DURATION

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

9 5. DESIGNATING PROTECTED MATERIAL

10 5.1 Exercise of Restraint and Care in Designating Material for Protection.

11 Each Party or Non-Party that designates information or items for protection
12 under this Order must take care to limit any such designation to specific material
13 that qualifies under the appropriate standards. The Designating Party must
14 designate for protection only those parts of material, documents, items, or oral or
15 written communications that qualify so that other portions of the material,
16 documents, items, or communications for which protection is not warranted are
17 not swept unjustifiably within the ambit of this Order. Mass, indiscriminate, or
18 routinized designations are prohibited. Designations that are shown to be clearly
19 unjustified or that have been made for an improper purpose (e.g., to
20 unnecessarily encumber the case development process or to impose unnecessary
21 expenses and burdens on other parties) may expose the Designating Party to
22 sanctions.

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

27 5.2 Manner and Timing of Designations. Except as otherwise provided in
28 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise

1 stipulated or ordered, Disclosure or Discovery Material that qualifies for
2 protection under this Order must be clearly so designated before the material is
3 disclosed or produced.

4 Designation in conformity with this Order requires:

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

12 A Party or Non-Party that makes original documents available for
13 inspection need not designate them for protection until after the inspecting Party
14 has indicated which documents it would like copied and produced. During the
15 inspection and before the designation, all of the material made available for
16 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
17 identified the documents it wants copied and produced, the Producing Party must
18 determine which documents, or portions thereof, qualify for protection under this
19 Order. Then, before producing the specified documents, the Producing

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

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

27 (c) for information produced in some form other than documentary and for
28 any other tangible items, that the Producing Party affix in a prominent place on

1 the exterior of the container or containers in which the information is stored the
2 legend “CONFIDENTIAL.” If only a portion or portions of the information
3 warrants protection, the Producing Party, to the extent practicable, shall identify
4 the protected portion(s).

5 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
6 failure to designate qualified information or items does not, standing alone,
7 waive the Designating Party’s right to secure protection under this Order for such
8 material. Upon timely correction of a designation, the Receiving Party must
9 make reasonable efforts to assure that the material is treated in accordance with
10 the provisions of this Order.

11 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
13 designation of confidentiality at any time that is consistent with the Court’s
14 Scheduling Order.

15 6.2 Meet and Confer. The Challenging Party shall initiate the informal
16 dispute resolution process set forth in the Court's Procedures and Schedules.

17 6.3 The burden of persuasion in any such challenge proceeding shall be on
18 the Designating Party. Frivolous challenges, and those made for an improper
19 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
20 parties) may expose the Challenging Party to sanctions. Unless the Designating
21 Party has waived or withdrawn the confidentiality designation, all parties shall
22 continue to afford the material in question the level of protection to which it is
23 entitled under the Producing Party’s designation until the Court rules on the
24 challenge.

25 7. ACCESS TO AND USE OF PROTECTED MATERIAL

26 7.1 Basic Principles. A Receiving Party may use Protected Material that is
27 disclosed or produced by another Party or by a Non-Party in connection with this
28 Action only for prosecuting, defending, or attempting to settle this Action. Such

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

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

8 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
9 otherwise ordered by the court or permitted in writing by the Designating Party,
10 a Receiving Party may disclose any information or item designated
11 “CONFIDENTIAL” only to:

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

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

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

20 (d) the court and its personnel;

21 (e) court reporters and their staff;

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

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

27 (h) during their depositions, witnesses, and attorneys for witnesses, in the
28 Action to whom disclosure is reasonably necessary provided: (1) the deposing

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1 party requests that the witness sign the form attached as Exhibit A hereto; and (2)
2 they will not be permitted to keep any confidential information unless they sign
3 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless
4 otherwise agreed by the Designating Party or ordered by the court. Pages of
5 transcribed deposition testimony or exhibits to depositions that reveal Protected
6 Material may be separately bound by the court reporter and may not be disclosed
7 to anyone except as permitted under this Stipulated Protective Order; and

8 (i) any mediator or settlement officer, and their supporting personnel,
9 mutually agreed upon by any of the parties engaged in settlement discussions.

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

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

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

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

21 (c) cooperate with respect to all reasonable procedures sought to be
22 pursued by the Designating Party whose Protected Material may be affected. If
23 the Designating Party timely seeks a protective order, the Party served with the
24 subpoena or court order shall not produce any information designated in this
25 action as “CONFIDENTIAL” before a determination by the court from which
26 the subpoena or order issued, unless the Party has obtained the Designating
27 Party’s permission.

28 The Designating Party shall bear the burden and expense of seeking

1 protection in that court of its confidential material and nothing in these
2 provisions should be construed as authorizing or encouraging a Receiving Party
3 in this Action to disobey a lawful directive from another court.

4 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
5 PRODUCED IN THIS LITIGATION

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

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

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

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

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

24 (c) If the Non-Party fails to seek a protective order from this court within
25 14 days of receiving the notice and accompanying information, the Receiving
26 Party may produce the Non-Party's confidential information responsive to the
27 discovery request. If the Non-Party timely seeks a protective order, the
28 Receiving Party shall not produce any information in its possession or control

1 that is subject to the confidentiality agreement with the Non-Party before a
2 determination by the court. Absent a court order to the contrary, the Non-Party
3 shall bear the burden and expense of seeking protection in this court of its
4 Protected Material.

5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

6 If a Receiving Party learns that, by inadvertence or otherwise, it has
7 disclosed Protected Material to any person or in any circumstance not authorized
8 under this Stipulated Protective Order, the Receiving Party must immediately

9 (a) notify in writing the Designating Party of the unauthorized disclosures,

10 (b) use its best efforts to retrieve all unauthorized copies of the Protected
11 Material,

12 (c) inform the person or persons to whom unauthorized disclosures were
13 made of all the terms of this Order, and

14 (d) request such person or persons to execute the “Acknowledgment and
15 Agreement to Be Bound” that is attached hereto as Exhibit A.

16 11. INADVERTENT PRODUCTION OF PRIVILEGED OR
17 OTHERWISE PROTECTED MATERIAL

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

28 12. MISCELLANEOUS

1 12.1 Right to Further Relief. Nothing in this Order abridges the right of
2 any person to seek its modification by the Court in the future.

3 12.2 Right to Assert Other Objections. By stipulating to the entry of this
4 Protective Order no Party waives any right it otherwise would have to object to
5 disclosing or producing any information or item on any ground not addressed in
6 this Stipulated Protective Order. Similarly, no Party waives any right to object on
7 any ground to use in evidence of any of the material covered by this Protective
8 Order.

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

15 13. FINAL DISPOSITION

16 After the final disposition of this Action, as defined in paragraph 4, within
17 60 days of a written request by the Designating Party, each Receiving Party must
18 return all Protected Material to the Producing Party or destroy such material. As
19 used in this subdivision, "all Protected Material" includes all copies, abstracts,
20 compilations, summaries, and any other format reproducing or capturing any of
21 the Protected Material. Whether the Protected Material is returned or destroyed,
22 the Receiving Party must submit a written certification to the Producing Party
23 (and, if not the same person or entity, to the Designating Party) by the 60 day
24 deadline that (1) identifies (by category, where appropriate) all the Protected
25 Material that was returned or destroyed and (2) affirms that the Receiving Party
26 has not retained any copies, abstracts, compilations, summaries or any other
27 format reproducing or capturing any of the Protected Material. Notwithstanding
28 this provision, Counsel are entitled to retain an archival copy of all pleadings,

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1 motion papers, trial, deposition, and hearing transcripts, legal memoranda,
2 correspondence, deposition and trial exhibits, expert reports, attorney work
3 product, and consultant and expert work product, even if such materials contain
4 Protected Material. Any such archival copies that contain or constitute Protected
5 Material remain subject to this Protective Order as set forth in Section 4
6 (DURATION).

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

10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

11
12 DATED: June 04, 2024

/s/ Ruben Escalante

Ruben Escalante

Attorney for Plaintiff

Erika Geraghty

13
14
15
16 DATED: June 04, 2024

/s/ Dana Zokaeim

Dana Zokaeim

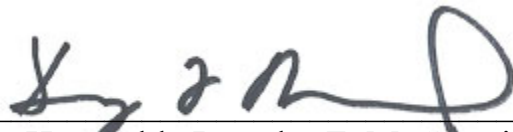
Attorney for Defendant

Delta Air Lines, Inc.

17
18
19 Pursuant to L.R. 5-4.3.4(a)(2)(i), the filer of this document hereby attests
20 that all other signatories listed above, and on whose behalf the filing is
21 submitted, concur in the filing's content and have authorized this filing.
22

23 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

24
25 DATED: June 6, 2024



Honorable Douglas F. McCormick

United States Magistrate Judge

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty
5 of perjury that I have read in its entirety and understand the Stipulated Protective
6 Order that was issued by the United States District Court for the Central District
7 of California on _____ [date] in the case of *ERIKA GERAGHTY, an*
8 *Indiviaual, Plaintiff v. DELTA AIR LINES, INC.*, Case No.: 8:24-cv-00382-FWS-
9 DFM. I agree to comply with and to be bound by all the terms of this Stipulated
10 Protective Order and I understand and acknowledge that failure to so comply
11 could expose me to sanctions and punishment in the nature of contempt. I
12 solemnly promise that I will not disclose in any manner any information or item
13 that is subject to this Stipulated Protective Order to any person or entity except in
14 strict compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District
16 Court for the Central District of California for the purpose of enforcing the terms
17 of this Stipulated Protective Order, even if such enforcement proceedings occur
18 after termination of this action. I hereby appoint

19 _____ [print or type full name] of
20 _____ [print or type full address and telephone
21 number] as my California agent for service of process in connection with this
22 action or any proceedings related to enforcement of this Stipulated Protective
23 Order.

24
25 Date: _____

26 City and State where sworn and signed: _____

27 Printed name: _____

28 Signature: _____