

1 CDF LABOR LAW LLP
 Dawn M. Irizarry, State Bar No. 223303
 2 dirizarry@cdflaborlaw.com
 Osaama Saifi, State Bar No. 309172
 3 osaifi@cdflaborlaw.com
 707 Wilshire Boulevard, Suite 5150
 4 Los Angeles, CA 90017
 Telephone: (213) 612-6300
 5
 Attorneys for Defendant
 6 DELTA AIR LINES, INC.

7
 8 **UNITED STATES DISTRICT COURT**
 9 **CENTRAL DISTRICT OF CALIFORNIA**

11 DONNA DOSIK, an Individual;)	Case No. 8:24-cv-00421 JWH (KESx)
12 Plaintiff,)	STIPULATED PROTECTIVE
13 vs.)	ORDER
14 DELTA AIR LINES INC., a Delaware)	Action Filed: January 29, 2024
15 corporation; and DOES 1-50;)	
Defendant.)	

STIPULATED PROTECTIVE ORDER

1 1. A. PURPOSES AND LIMITATIONS

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

11 B. GOOD CAUSE STATEMENT

12 This action is likely to involve confidential airline safety information,
13 proprietary information, and/or private information related to third parties for which
14 special protection from public disclosure and from use for any purpose other than
15 prosecution of this action is warranted. Such confidential and proprietary materials
16 and information consist of, among other things, confidential business or financial
17 information, information regarding confidential business policies and/or practices, or
18 other confidential research, development, or commercial information (including
19 information implicating privacy rights of third parties), private information related to
20 third parties, information otherwise generally unavailable to the public, or which may
21 be privileged or otherwise protected from disclosure under state or federal statutes,
22 court rules, case decisions, or common law. Accordingly, to expedite the flow of
23 information, to facilitate the prompt resolution of disputes over confidentiality of
24 discovery materials, to adequately protect information the parties are entitled to keep
25 confidential, to ensure that the parties are permitted reasonable necessary uses of
26 such material in preparation for and in the conduct of trial, to address their handling
27 at the end of the litigation, and serve the ends of justice, a protective order for such
28 information is justified in this matter. It is the intent of the parties that information

1 will not be designated as confidential for tactical reasons and that nothing be so
2 designated without a good faith belief that it has been maintained in a confidential,
3 non-public manner, and there is good cause why it should not be part of the public
4 record of this case.

5 2. DEFINITIONS

6 2.1 Action: *Donna Dosik v. Delta Air Lines Inc.*, Case No.: 8:24-cv-00421
7 JWH (KESx)

8 2.2 Challenging Party: A Party or Non-Party that challenges the
9 designation of information or items under this Order.

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

14 2.4 Counsel: Outside Counsel of Record and In-House Counsel (as well as
15 their support staff).

16 2.5 Designating Party: A Party or Non-Party that designates information or
17 items that it produces in disclosures or in responses to discovery as
18 “CONFIDENTIAL.”

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

23 2.7 Expert: A person with specialized knowledge or experience in a matter
24 pertinent to the litigation who has been retained by a Party or its counsel to serve as
25 an expert witness or as a consultant in this Action.

26 2.8 In-House Counsel: Attorneys who are employees of a party to this
27 Action. In-House Counsel does not include Outside Counsel of Record or any other
28 outside counsel.

1 2.9 Non-Party: Any natural person, partnership, corporation, association or
2 other legal entity not named as a Party to this action.

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

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

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

12 2.13 Professional Vendors: Persons or entities that provide litigation support
13 services (e.g., photocopying, videotaping, translating, preparing exhibits or
14 demonstrations, and organizing, storing, or retrieving data in any form or medium)
15 and their employees and 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 FINAL DISPOSITION of the action is defined to be the latter of (1) dismissal
2 of all claims and defenses in this Action, with or without prejudice; and (2) final
3 judgment herein after the completion and exhaustion of all appeals, rehearings,
4 remands, trials, or reviews of this Action, including the time limits for filing any
5 motions or applications for extension of time pursuant to applicable law. Even after
6 FINAL DISPOSITION of this litigation, the confidentiality obligations imposed by
7 this Stipulated Protective Order shall remain in effect until a Designating Party
8 agrees otherwise in writing.

9 Once a case proceeds to trial, information that was designated as
10 CONFIDENTIAL or maintained pursuant to this protective order used or introduced
11 as an exhibit at trial becomes public and will be presumptively available to all
12 members of the public, including the press, unless compelling reasons supported by
13 specific factual findings to proceed otherwise are made to the trial judge in advance
14 of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”
15 showing for sealing documents produced in discovery from “compelling reasons”
16 standard when merits-related documents are part of court record). Accordingly, for
17 such materials, the terms of this protective order do not extend beyond the
18 commencement of the trial.

19 5. DESIGNATING PROTECTED MATERIAL

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

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

28

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

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

11 Designation in conformity with this Order requires:

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

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

1 must clearly identify the protected portion(s) (e.g., by making appropriate markings
2 in the margins).

3 (b) for testimony given in depositions that the Designating Party identifies the
4 Disclosure or Discovery Material on the record, before the close of the deposition all
5 protected testimony.

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

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
13 failure to designate qualified information or items does not, standing alone, waive the
14 Designating Party’s right to secure protection under this Order for such material.
15 Upon timely correction of a designation, the Receiving Party must make reasonable
16 efforts to assure that the material is treated in accordance with the provisions of this
17 Order.

18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
20 designation of confidentiality at any time that is consistent with the Court’s
21 Scheduling Order.

22 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
23 resolution process under Local Rule 37.1 et seq.

24 6.3 The burden of persuasion in any such challenge proceeding shall be on
25 the Designating Party. Frivolous challenges, and those made for an improper
26 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
27 parties) may expose the Challenging Party to sanctions. Unless the Designating
28 Party has waived or withdrawn the confidentiality designation, all parties shall

1 continue to afford the material in question the level of protection to which it is
2 entitled under the Producing Party’s designation until the Court rules on the
3 challenge.

4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is
6 disclosed or produced by another Party or by a Non-Party in connection with this
7 Action only for prosecuting, defending or attempting to settle this Action. Such
8 Protected Material may be disclosed only to the categories of persons and under the
9 conditions described in this Order. When the Action has been terminated, a
10 Receiving Party must comply with the provisions of section 13 below (FINAL
11 DISPOSITION).

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

15 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
16 otherwise ordered by the court or permitted in writing by the Designating Party, a
17 Receiving Party may disclose any information or item designated
18 “CONFIDENTIAL” only to:

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

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

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

27 (d) the court and its personnel;

28 (e) court reporters and their staff;

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

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

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

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

17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
18 OTHER LITIGATION

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

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

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

28 (c) cooperate with respect to all reasonable procedures sought to be pursued

1 by the Designating Party whose Protected Material may be affected.

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

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

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

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

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

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

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

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

9 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

18 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
19 PROTECTED MATERIAL

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

1 to the court.

2 12. MISCELLANEOUS

3 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
4 person to seek its modification by the Court in the future.

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

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

16 13. FINAL DISPOSITION

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

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

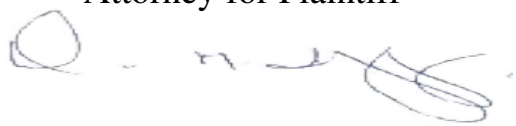
7 14. VIOLATION

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

10
11 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

12
13 DATED: June 3, 2024 /S/ Jonathan Melmed

14 Jonathan Melmed
15 Attorney for Plaintiff



16 DATED: June 3, 2024

17 Dawn M. Irizarry,
18 Attorney for Defendant

19
20 PURSUANT TO STIPULATION, IT IS SO ORDERED.

21
22 DATED: June 4, 2024 *Karen E. Scott*

23 Karen E. Scott
24 United States Magistrate Judge

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on [date] in the case of *Donna Dosik v. Delta Air Lines, Inc. Case No. 8:24-cv-00421*
JWH (KESx). I agree to comply with and to be bound by all the terms of this
Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that
is subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

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

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

1 **PROOF OF SERVICE**

2
3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES.

4 I, the undersigned, declare that I am employed in the aforesaid County, State
5 of California. I am over the age of 18 and not a party to the within action. My
6 business address is 707 Wilshire Boulevard, Suite 5150, Los Angeles, CA 90017.
7 On June 3, 2024, I served upon the interested party(ies) in this action the following
8 document described as: STIPULATED PROTECTIVE ORDER

9 By the following method:

10 Jonathan Melmed, Esq.
11 Laura Supanich, Esq.
12 Michiko Vartanian, Esq.
13 MELMED LAW GROUP P.C.
14 1801 Century Park East, Suite 850
15 Los Angeles, California 90067
16 Phone: (310) 824-3828

17 FAX: (310) 862-6851
18 E-MAIL: jm@melmedlaw.com; lms@melmedlaw.com;
19 mv@melmedlaw.com; alma@melmedlaw.com;
20 tracv@melmedlaw.com

21 For processing by the following method:

22 **via CM/ECF (registered):** I hereby certify I electronically filed the above-
23 referenced document(s) and that they are available for viewing and
24 downloading on the Court’s CM/ECF system, and that all participants in the
25 case are registered CM/ECF users and that service will be accomplished by the
26 CM/ECF system.

27 I declare under penalty of perjury under the laws of the State of California that
28 the foregoing is true and correct.

Executed on June 3, 2024, at Los Angeles, California.

22 Levon Baghdasaryan

23 (Type or print name)



23 (Signature)