

1 **STRATEGIC LEGAL PRACTICES, APC**

2 Tionna Dolin (SBN 299010)
3 Email: tdolin@slpattorney.com
4 Tara Mejia (SBN 344049)
5 Email: tmejia@slpattorney.com
6 (emailservice@slpattorney.com)
7 1888 Century Park East, Floor 19
8 Los Angeles, CA 90067
9 Telephone: (310) 929-4900
10 Facsimile: (310) 943-3838

11 Attorneys For Plaintiff
12 RICARDO CRUZ

13 **LEWIS BRISBOIS BISGAARD & SMITH LLP**

14 BRIAN C. VANDERHOOF, SB# 248511
15 E-Mail: Brian.Vanderhoof@lewisbrisbois.com
16 JONATHAN WON, SB# 293910
17 E-Mail: Jonathan.Won@lewisbrisbois.com
18 45 Fremont Street, Suite 3000
19 San Francisco, California 94105
20 Telephone: 213.680.5064
21 Facsimile: 213.250.7900

22 Attorneys for Defendant
23 FORD MOTOR COMPANY.

24 **UNITED STATES DISTRICT COURT**
25 **EASTERN DISTRICT OF CALIFORNIA**

26 RICARDO CRUZ,)
27) Case No. 1:23-cv-00799-NODJ-SKO
28)
29 Plaintiff,)
30) Magistrate Judge: Hon. Sheila K. Oberto
31)
32 v.)
33) **STIPULATED PROTECTIVE ORDER –**
34) **DISCOVERY ONLY**
35)
36 FORD MOTOR COMPANY, and DOES 1)
37 through 10, inclusive,)
38) **(Doc. 13)**
39)
40 Defendants.)
41)
42)
43)
44)

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production of
3 confidential, proprietary, commercially sensitive, personally identifiable information (“PII”) or
4 private information for which special protection from public disclosure and from use for any
5 purpose other than prosecuting this litigation may be warranted. Accordingly, the parties
6 hereby stipulate to and petition the court to enter the following Stipulated Protective Order.
7 The parties acknowledge that this Order does not confer blanket protections on all disclosures
8 or responses to discovery and that the protection it affords from public disclosure and use
9 extends only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles. The parties further acknowledge, as set forth in Section
11 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential
12 information under seal; Civil Local Rule 141 sets forth the procedures that must be followed
13 and the standards that will be applied when a party seeks permission from the court to file
14 material under seal.

15 2. DEFINITIONS

16 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
17 information or items under this Order.

18 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
19 generated, stored or maintained) or tangible things that qualify for protection under Federal
20 Rule of Civil Procedure 26(c), including materials that contain trade secret or other
21 confidential research, technical, cost, price, marketing, or other commercial information,
22 which are, for competitive reasons, normally, kept confidential by the parties, as contemplated
23 by Federal Rules of Civil Procedure 26(c)(1)(G).

24 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as
25 well as their support staff).

26 2.4 Designating Party: a Party or Non-Party that designates information or items that
27 it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “SUBJECT
28 TO PROTECTIVE ORDER.”

1 2.5 Disclosure or Discovery Material: all items or information, regardless of the
2 medium or manner in which it is generated, stored, or maintained (including, among other
3 things, testimony, transcripts, and tangible things), that are produced or generated in
4 disclosures or responses to discovery in this matter.

5 2.6 Expert: a non-attorney person with specialized knowledge or experience in a
6 matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an
7 expert witness or as a consultant in this action, provided that no disclosure shall be made to
8 any expert or consultant who is currently employed by a competitor of the Designating Party.

9 2.7 House Counsel: attorneys who are employees of a party to this action. House
10 Counsel does not include Outside Counsel of Record or any other outside counsel.

11 2.8 Non-Party: any natural person, partnership, corporation, association, or other
12 legal entity not named as a Party to this action.

13 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this
14 action but are retained to represent or advise a party to this action and have appeared in this
15 action on behalf of that party or are affiliated with a law firm which has appeared on behalf of
16 that party.

17 2.10 Party: any party to this action, including all of its officers, directors, employees,
18 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

19 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
20 Material in this action.

21 2.12 Professional Vendors: persons or entities that provide litigation support services
22 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
23 organizing, storing, or retrieving data in any form or medium) and their employees and
24 subcontractors.

25 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
26 “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER.”

27 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a
28 Producing Party.

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only Protected
3 Material (as defined above), but also (1) any information copied or extracted from Protected
4 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3)
5 any testimony, conversations, or presentations by Parties or their Counsel that might reveal
6 Protected Material. However, the protections conferred by this Stipulation and Order do not
7 cover the following information: (a) any information that is in the public domain at the time of
8 disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a
9 Receiving Party as a result of publication not involving a violation of this Order, including
10 becoming part of the public record through trial or otherwise; and (b) any information known
11 to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the
12 disclosure from a source who obtained the information lawfully and under no obligation of
13 confidentiality to the Designating Party. Any use of Protected Material at trial shall be
14 governed by a separate agreement or order.

15 4. DURATION

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

23 5. DESIGNATING PROTECTED MATERIAL

24 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
25 Party or Non-Party that designates information or items for protection under this Order must
26 take care to limit any such designation to specific material that qualifies under the appropriate
27 standards. The Designating Party must designate for protection only those parts of material,
28 documents, items, or oral or written communications that qualify – so that other portions of the

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

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

7 If it comes to a Designating Party's attention that information or items that it
8 designated for protection do not qualify for protection, that Designating Party must promptly
9 notify all other Parties that it is withdrawing the mistaken designation.

10 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
11 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
12 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly
13 so designated 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 documents,
16 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
17 Producing Party affix the legend "CONFIDENTIAL" or "SUBJECT TO PROTECTIVE
18 ORDER" to each page that contains protected material.

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

28

1 (b) for testimony given in deposition or in other pretrial or trial proceedings, that
2 the Designating Party identify on the record, before the close of the deposition, hearing, or
3 other proceeding, all protected testimony.

4 (c) for information produced in some form other than documentary and for any
5 other tangible items, that the Producing Party affix in a prominent place on the exterior of the
6 container or containers in which the information or item is stored the legend
7 “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER.”

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

13 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

14 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
15 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
16 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
17 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
18 challenge a confidentiality designation by electing not to mount a challenge promptly after the
19 original designation is disclosed.

20 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
21 process by providing written notice of each designation it is challenging and describing the
22 basis for each challenged designation by Bates number, and describing the basis for each
23 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice
24 must recite that the challenge to confidentiality is being made in accordance with this specific
25 paragraph of the Protective Order. The parties shall attempt to resolve each challenge in good
26 faith and must begin the process by conferring directly (in voice to voice dialogue; other forms
27 of communication are not sufficient) within 14 days of the date of service of notice. In
28 conferring, the Challenging Party must explain the basis for its belief that the confidentiality

1 designation was not proper and must give the Designating Party an opportunity to review the
2 designated material, to reconsider the circumstances, and, if no change in designation is
3 offered, to explain the basis for the chosen designation. A Challenging Party may proceed to
4 the next stage of the challenge process only if it has engaged in this meet and confer process
5 first or establishes that the Designating Party is unwilling to participate in the meet and confer
6 process in a timely manner.

7 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
8 intervention, the Designating Party shall file and serve a motion to retain confidentiality within
9 21 days of the initial notice of challenge or within 14 days of the parties agreeing that the meet
10 and confer process will not resolve their dispute, whichever is earlier. Each such motion must
11 be accompanied by a competent declaration affirming that the movant has complied with the
12 meet and confer requirements imposed in the preceding paragraph. Failure by the Designating
13 Party to make such a motion including the required declaration within 21 days (or 14 days, if
14 applicable) shall automatically waive the confidentiality designation for each challenged
15 designation. In addition, the Challenging Party may file a motion challenging a confidentiality
16 designation at any time if there is good cause for doing so, including a challenge to the
17 designation of a deposition transcript or any portions thereof. Any motion brought pursuant to
18 this provision must be accompanied by a competent declaration affirming that the movant has
19 complied with the meet and confer requirements imposed by the preceding paragraph.

20 The burden of persuasion in any such challenge proceeding shall be on the Designating
21 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose
22 unnecessary expenses and burdens on other parties) may expose the Challenging Party to
23 sanctions. Unless the Designating Party has waived the confidentiality designation by failing
24 to file a motion to retain confidentiality as described above, all parties shall continue to afford
25 the material in question the level of protection to which it is entitled under the Producing
26 Party's designation until the court rules on the challenge.

27 7. ACCESS TO AND USE OF PROTECTED MATERIAL

28

1 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed
2 or produced by another Party or by a Non-Party in connection with this case only for
3 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be
4 disclosed only to the categories of persons and under the conditions described in this Order.
5 When the litigation has been terminated, a Receiving Party must comply with the provisions of
6 section 13 below (FINAL DISPOSITION).

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

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

13 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
14 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose
15 the information for this litigation and who have signed the Acknowledgment and Agreement
16 to Be Bound” that is attached hereto as Exhibit A;

17 (b) the officers, directors, and employees (including House Counsel) of the
18 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have
19 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

23 (d) the court and its personnel;

24 (e) court reporters, videographers, and their staff, who are not personnel of the
25 court, professional jury or trial consultants, mock jurors, and Professional Vendors to whom
26 disclosure is reasonably necessary for this litigation and who have signed the
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
28

1 (f) during their depositions, witnesses in the action to whom disclosure is
2 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be
3 Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court.
4 Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected
5 Material must be separately bound by the court reporter and may not be disclosed to anyone
6 except as permitted under this Stipulated Protective Order. Nothing in this paragraph shall
7 limit the use of Ford documents in deposition of Ford representative or employees who have a
8 legitimate need to see the information based on the intended subject matter of the deposition.

9 (g) the author or recipient of a document containing the information or a
10 custodian or other person who otherwise possessed or knew the information provided that
11 these individuals may only be shown the protected information and may not retain a copy of
12 the protected information that was produced in this case.

13 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
14 LITIGATION

15 If a Party is served with a subpoena or a court order issued in other litigation that
16 compels disclosure of any information or items designated in this action as
17 “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER,” that Party must:

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

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

24 (c) cooperate with respect to all reasonable procedures sought to be pursued by
25 the Designating Party whose Protected Material may be affected.

26 If the Designating Party timely seeks a protective order, the Party served with the
27 subpoena or court order shall not produce any information designated in this action as
28 “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER” before a determination by

1 the court from which the subpoena or order issued, unless the Party has obtained the
2 Designating Party's permission. The Designating Party shall bear the burden and expense of
3 seeking protection in that court of its confidential material – and nothing in these provisions
4 should be construed as authorizing or encouraging a Receiving Party in this action to disobey a
5 lawful directive from another court.

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

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

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

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

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

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

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

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

4 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

12 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
13 MATERIAL

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

23 12. MISCELLANEOUS

24 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
25 seek its modification by the court in the future.

26 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
27 Order no Party waives any right it otherwise would have to object to disclosing or producing
28 any information or item on any ground not addressed in this Stipulated Protective Order.

1 Similarly, no Party waives any right to object on any ground to use in evidence of any of the
2 material covered by this Protective Order.

3 12.3 Filing Protected Material. Without written permission from the Designating
4 Party or a court order secured after appropriate notice, or upon another timeframe agreeable
5 under the circumstances, to all interested persons, a Party may not file in the public record in
6 this action any Protected Material. A Party that seeks to file under seal any Protected Material
7 must comply with Local Rule 141. Protected Material may only be filed under seal pursuant to
8 a court order authorizing the sealing of the specific Protected Material at issue. A sealing order
9 will issue only upon a request establishing that the Protected Material at issue is privileged,
10 protectable as a trade secret, or otherwise entitled to protection under the law. If a Receiving
11 Party's request to file Protected Material under seal is denied by the court, then the Receiving
12 Party may file the information in the public record unless otherwise instructed by the court.

13 13. FINAL DISPOSITION

14 Upon final termination of this action, including any and all appeals, counsel for each
15 party must, upon request of the producing party, return all confidential information to the party
16 that produced the information, including any copies, excerpts, and summaries of that
17 information, or must destroy same at the option of the receiving party, and must purge all such
18 information from all machine-readable media on which it resides. Notwithstanding the
19 foregoing, counsel for each party may retain all pleadings, briefs, memoranda, motions, and
20 other documents filed with the Court that refer to or incorporate confidential information, and
21 will continue to be bound by this Order with respect to all such retained information. Further,
22 attorney work product materials that contain confidential information need not be destroyed,
23 but, if they are not destroyed, the person in possession of the attorney work product will
24 continue to be bound by this Order with respect to all such retained information.

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

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: STRATEGIC LEGAL PRACTICES, APC

By _____
Tionna Dolin
Tara Mejia
Attorneys for Plaintiff
RICARDO CRUZ

Dated: LEWIS BRISBOIS BISGAARD & SMITH LLP

By: _____
Brian C. Vanderhoof
Jonathan Won
Attorneys for Defendant
FORD MOTOR COMPANY

ORDER

GOOD CAUSE APPEARING, the parties' foregoing request (Doc. 13) is GRANTED.

IT IS SO ORDERED.

Dated: January 4, 2024

/s/ Sheila K. Oberto
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 Eastern District of California on [] in the case of RICARDO CRUZ v. FORD MOTOR COMPANY, Case No: 1:23-cv-00799-ADA-SKO. 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 Eastern District of California for the purpose of 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: _____