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Attorneys for Defendant
 THE GOODYEAR TIRE & RUBBER COMPANY

UNITED STATES DISTRICT COURT
 EASTERN DISTRICT OF CALIFORNIA

DAVID BLAND,
 Plaintiff,
 v.
 THE GOODYEAR TIRE AND RUBBER
 COMPANY and DOES 1-50, inclusive,
 Defendants.

Case No. 2:18-CV-01034-KJM-EFB

ASSIGNED FOR ALL PURPOSES TO
 JUDGE KIMBERLY J. MUELLER

**STIPULATED PROTECTIVE ORDER
 REGARDING CONFIDENTIALITY**

Trial Date: None Set

Complaint Filed: March 1, 2018 (originally
 filed in Sacramento County Superior Court)

1 **PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action are likely to involve production of confidential,
3 proprietary, or private information, including medical information for which special protection from
4 public disclosure and from use for any purpose other than prosecuting this litigation may be warranted.
5 Accordingly, Plaintiff DAVID BLAND (“Plaintiff”) and Defendant THE GOODYEAR TIRE &
6 RUBBER COMPANY (“Defendant”) (collectively the “Parties”) hereby stipulate to and petition the
7 Court to enter the following Stipulated Protective Order.

8 The Parties acknowledge that this Order does not confer blanket protections on all disclosures
9 or responses to discovery and that the protection it affords from public disclosure and use extends only
10 to the limited information or items that are entitled to confidential treatment under the applicable legal
11 principles. The Parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated
12 Protective Order does not entitle them to file confidential information under seal; Civil Local Rules
13 140 and 141 set forth the procedures that must be followed and the standards that will be applied when
14 a party seeks permission from the court to file material under seal.

15 **DEFINITIONS**

16 2.1 Challenging Party: a Party or Non-Party that challenges the designation of information
17 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 Rule of
20 Civil Procedure 26(c).

21 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as
22 their support staff).

23 2.4 Designating Party: a Party or Non-Party that designates information or items that it
24 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

25 2.5 Disclosure or Discovery Material: all items or information, regardless of the medium
26 or manner in which it is generated, stored, or maintained (including, among other things, testimony,
27 transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery
28 in this matter.

1 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the
2 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant
3 in this action.

4 2.7 House Counsel: attorneys who are employees of a party to this action. House Counsel
5 does not include Outside Counsel of Record or any other outside counsel.

6 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal
7 entity not named as a Party to this action.

8 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this action
9 but are retained to represent or advise a party to this action and have appeared in this action on behalf
10 of that party or are affiliated with a law firm which has appeared on behalf of that party.

11 2.10 Party: any party to this action, including all of its officers, directors, employees,
12 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

13 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material
14 in this action.

15 2.12 Professional Vendors: persons or entities that provide litigation support services (e.g.,
16 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing,
17 or retrieving data in any form or medium) and their employees and subcontractors.

18 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
19 “CONFIDENTIAL.”

20 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a
21 Producing Party.

22 3. **SCOPE**

23 The protections conferred by this Stipulation and Order cover not only Protected Material (as
24 defined above), but also (1) any information copied or extracted from Protected Material; (2) all
25 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
26 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
27 However, the protections conferred by this Stipulation and Order do not cover the following
28 information: (a) any information that is in the public domain at the time of disclosure to a Receiving

1 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of
2 publication not involving a violation of this Order, including becoming part of the public record
3 through trial or otherwise; and (b) any information known to the Receiving Party prior to the disclosure
4 or obtained by the Receiving Party after the disclosure from a source who obtained the information
5 lawfully and under no obligation of confidentiality to the Designating Party. Any use of Protected
6 Material at trial shall be governed by a separate agreement or order.

7 4. **DURATION**

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

14 5. **DESIGNATING PROTECTED MATERIAL**

15 5.1 **Exercise of Restraint and Care in Designating Material for Protection.** Each Party or
16 Non-Party that designates information or items for protection under this Order must take care to limit
17 any such designation to specific material that qualifies under the appropriate standards. The
18 Designating Party must designate for protection only those parts of material, documents, items, or oral
19 or written communications that qualify – so that other portions of the material, documents, items, or
20 communications for which protection is not warranted are not swept unjustifiably within the ambit of
21 this Order.

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

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

1 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see,
2 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or
3 Discovery Material that qualifies for protection under this Order must be clearly so designated before
4 the material is disclosed or produced.

5 Designation in conformity with this Order requires:

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

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

21 (b) testimony given in deposition or in other pretrial or trial proceedings, that the
22 Designating Party identify on the record, before the close of the deposition, hearing, or other
23 proceeding, all Protected Material.

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

1 5.3 Inadvertent Failures to Designate. An inadvertent failure to designate qualified
2 information or items does not, standing alone, waive the Designating Party’s right to secure protection
3 under this Order for such material. Upon notice of correction of a non-designation, the Receiving
4 Party must make reasonable efforts to assure that the material is treated in accordance with the
5 provisions of this Order. Challenges to designations after an inadvertent failure to designate are
6 governed by Section 6.

7 6. **CHALLENGING “CONFIDENTIAL” DESIGNATIONS**

8 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
9 “CONFIDENTIAL” at any time. Unless a prompt challenge to a Designating Party’s designation is
10 necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant
11 disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality
12 designation by electing not to mount a challenge promptly after the original designation is disclosed.

13 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
14 by providing written notice of each designation it is challenging and describing the basis for each
15 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite
16 that the challenge is being made in accordance with this specific paragraph of the Protective Order.
17 The Parties shall attempt to resolve each challenge in good faith and must begin the process by
18 conferring directly (in voice to voice dialogue; other forms of communication are not sufficient) within
19 14 days of the date of service of notice. In conferring, the Challenging Party must explain the basis
20 for its belief that the confidentiality designation was not proper and must give the Designating Party
21 an opportunity to review the designated material, to reconsider the circumstances, and, if no change
22 in designation is offered, to explain the basis for the chosen designation. A Challenging Party may
23 proceed to the next stage of the challenge process only if it has engaged in this meet and confer process
24 first or establishes that the Designating Party is unwilling to participate in the meet and confer process
25 in a timely manner.

26 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
27 intervention, the Designating Party shall file and serve a motion to retain confidentiality within 21
28 days of the initial notice of challenge or within 14 days of the parties agreeing that the meet and confer

1 process will not resolve their dispute, whichever is earlier. Each such motion must be accompanied
2 by a competent declaration affirming that the movant has complied with the meet and confer
3 requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a
4 motion including the required declaration within 21 days (or 14 days, if applicable) shall automatically
5 waive the confidentiality designation for each challenged designation. In addition, the Challenging
6 Party may file a motion challenging a confidentiality designation at any time if there is good cause for
7 doing so, including a challenge to the designation of a deposition transcript or any portions thereof.
8 Any motion brought pursuant to this provision must be accompanied by a competent declaration
9 affirming that the movant has complied with the meet and confer requirements imposed by the
10 preceding paragraph.

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

18 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

19 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
20 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
21 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the
22 categories of persons and under the conditions described in this Order. When the litigation has been
23 terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
24 DISPOSITION).

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

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1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by
2 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
3 information or item designated “CONFIDENTIAL” only to:

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

8 (b) the officers, directors, and employees (including House Counsel) of the
9 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed
10 the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

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

14 (d) the court and its personnel;

15 (e) court reporters and their staff, professional jury or trial consultants, mock jurors,
16 and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
17 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (f) during their depositions, witnesses in the action to whom disclosure is
19 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”
20 (Exhibit A), **unless otherwise agreed by the Designating Party or ordered by the court.** Pages of
21 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be
22 separately bound by the court reporter and may not be disclosed to anyone except as permitted under
23 this Stipulated Protective Order.

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

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1 8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**
2 **LITIGATION**

3 If a Party is served with a subpoena or a court order issued in other litigation that compels
4 disclosure of any information or items designated in this action as “CONFIDENTIAL”, that Party
5 must:

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

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

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

13 If the Designating Party timely seeks a protective order, the Party served with the subpoena or
14 court order shall not produce any information designated in this action as “CONFIDENTIAL” before
15 a determination by the court from which the subpoena or order issued, unless the Party has obtained
16 the Designating Party’s permission. The Designating Party shall bear the burden and expense of
17 seeking protection in that court of its Protected Material – and nothing in these provisions should be
18 construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive
19 from another court.

20 9. **A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS**
21 **LITIGATION**

22 (a) The terms of this Order are applicable to information produced by a Non-Party
23 in this action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in
24 connection with this litigation is protected by the remedies and relief provided by this Order. Nothing
25 in these provisions should be construed as prohibiting a Non-Party from seeking additional
26 protections.

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1 (b) In the event that a Party is required, by a valid discovery request, to produce a
2 Non-Party's Protected Material in its possession, and the Party is subject to an agreement with the
3 Non-Party not to produce the Non-Party's Protected Information, then the Party shall:

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

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

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

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

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

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

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1 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED**
2 **MATERIAL**

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

11 12. **MISCELLANEOUS**

12 12.1 **Right to Further Relief.** Nothing in this Order abridges the right of any person to seek
13 its modification by the court in the future.

14 12.2 **Right to Assert Other Objections.** By stipulating to the entry of this Protective Order
15 no Party waives any right it otherwise would have to object to disclosing or producing any information
16 or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives
17 any right to object on any ground to use in evidence of any of the material covered by this Protective
18 Order.

19 12.3 **Filing Protected Material.** Without written permission from the Designating Party or a
20 court order secured after appropriate notice to all interested persons, a Party may not file in the public
21 record in this action any Protected Material. A Party that seeks to file under seal any Protected Material
22 must comply with Civil Local Rules 140 and 141. If a Receiving Party's request to file Protected
23 Material under seal pursuant to Civil Local Rules 140 and 141 is denied by the court, then the
24 Receiving Party may file the information in the public record unless otherwise instructed by the court.

25 13. **FINAL DISPOSITION**

26 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
27 Receiving Party, other than Counsel, must return all Protected Material to the Producing Party or
28 destroy such material. As used in this subdivision, "all Protected Material" includes all copies,

1 abstracts, compilations, summaries, and any other format reproducing or capturing any of the
2 Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must
3 submit a written certification to the Producing Party (and, if not the same person or entity, to the
4 Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the
5 Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not
6 retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing
7 any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival
8 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
9 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant
10 and expert work product, even if such materials contain Protected Material. Any such archival copies
11 that contain or constitute Protected Material remain subject to this Protective Order as set forth in
12 Section 4 (DURATION).

13 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

14
15 DATED: August __, 2018

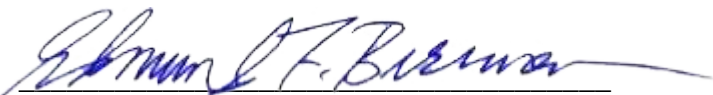
16 _____
17 LAWRENCE A. BOHM
18 VICTORIA L. GUTIERREZ
19 TRACY C. LAW
20 BOHM LAW GROUP, INC.
21 Attorneys for Plaintiff DAVID BLAND

22
23 DATED: November 12, 2018

24 _____
25 SARAH E. ROSS
26 SIMERDIP KHANGURA
27 LITTLER MENDELSON, P.C.
28 Attorneys for Defendant THE GOODYEAR TIRE &
RUBBER COMPANY

29 PURSUANT TO STIPULATION, IT IS SO ORDERED.

30 DATED: November 14, 2018

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32 _____
33 HONORABLE EDMUND F. BRENNAN
34 UNITED STATES MAGISTRATE JUDGE

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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 in the case of *David Bland v. The Goodyear
Tire & Company*, Case No. 2:18-CV-01034-KJM-EFB. 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: _____
[printed name]

Signature: _____
[signature]