

**UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA**

Velazquez v. Nissan North America, Inc.

Velazquez · No. 2:25-cv-00246-CSK · Decided August 13, 2025

SUMMARY

This document is an Eastern District of California order approving a modified stipulated protective order in Olga Velazquez v. Nissan North America, Inc., Case No. 2:25-cv-00246-CSK. The order addresses confidentiality designations, disclosure and use of protected discovery material, challenges to designations, filing under seal, final disposition, and sanctions for violations. The court clarified that it will not retain jurisdiction to enforce the protective order after the action is closed.

OPINION

1 2 3 4 5 6 7 8 UNITED STATES DISTRICT COURT 9 FOR THE EASTERN DISTRICT OF
CALIFORNIA 10 II || OLGA VELAZQUEZ, Case No. 2:25-cv-00246-CSK 12 Plaintiff, ORDER
GRANTING MODIFIED 13 y STIPULATED PROTECTIVE ORDER (ECF No. 23) 14 NISSAN
NORTH AMERICA, INC., 15 Defendant. 16 17 The Court has reviewed the parties’ stipulated
protective order below (ECF No. 18 |} 23), and finds it comports with the relevant authorities and
the Court's Local Rule.

See 19 || L.R. 141.1. The Court APPROVES the protective order, subject to the following 20 ||
clarification. 21 The Court’s Local Rules indicate that once an action is closed, it “will not retain
22 || jurisdiction over enforcement of the terms of any protective order filed in that action.” L.R.
23 || 141.1(f); see Bylin Heating Sys., Inc. v. Thermal Techs., Inc., 2012 WL 13237584, at *2 24 ||
(E.D.

Cal. Oct. 29, 2012) (noting that courts in the district generally do not retain 25 || jurisdiction for
disputes concerning protective orders after closure of the case). Thus, the 26 || Court will not
retain jurisdiction over this protective order once the case is closed. 27 || Dated: August 13, 2025 4
- oO 28 || 4, velao246.25 ope UNITED STATES MAGISTRATE JUDGE 1 AMIR NASSIHI
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DISTRICT COURT 13 EASTERN DISTRICT OF CALIFORNIA 14 15 OLGA VELAZQUEZ,
an individual, Case No. 2:25-cv-00246-CSK 16 Plaintiff, 17 Assigned to the Hon. Chi Soo Kim

vs. 18 NISSAN NORTH AMERICA, INC., a [PROPOSED] STIPULATED 19 Delaware Corporation, and DOES 1 PROTECTIVE ORDER through 10, inclusive, 20 Defendants.

21 22 23 1. GENERAL 24 1.1 Purposes and Limitations. Discovery in this action is likely to involve 25 production of confidential, proprietary, or private information for which special 26 protection from public disclosure and from use for any purpose other than prosecuting 27 this litigation may be warranted.

Accordingly, the parties hereby stipulate to and 28 1 petition the Court to enter the following Stipulated Protective Order. The parties 2 acknowledge that this Order does not confer blanket protections on all disclosures or 3 responses to discovery and that the protection it affords from public disclosure and 4 use extends only to the limited information or items that are entitled to confidential 5 treatment under the applicable legal principles.

The parties further acknowledge, as 6 set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle 7 them to file confidential information under seal; Civil Local Rule 141 sets forth the 8 procedures that must be followed and the standards that will be applied when a party 9 seeks permission from the court to file material under seal.

10 1.2 Good Cause Statement. 11 This action is likely to involve trade secrets, customer and pricing lists and 12 other valuable research, development, commercial, financial, technical and/or 13 proprietary information for which special protection from public disclosure and from 14 use for any purpose other than prosecution of this action is warranted. Such 15 confidential and proprietary materials and information consist of, among other things, 16 confidential business or financial information, information regarding confidential 17 business practices, or other confidential research, development, or commercial 18 information (including information implicating privacy rights of third parties), 19 information otherwise generally unavailable to the public, or which may be privileged 20 or otherwise protected from disclosure under state or federal statutes, court rules, case 21 decisions, or common law.

Accordingly, to expedite the flow of information, to 22 facilitate the prompt resolution of disputes over confidentiality of discovery materials, 23 to adequately protect information the parties are entitled to keep confidential, to 24 ensure that the parties are permitted reasonable necessary uses of such material in 25 preparation for and in the conduct of trial, to address their handling at the end of the 26 litigation, and serve the ends of justice, a protective order for such information is 27 justified in this matter.

It is the intent of the parties that information will not be 28 designated as confidential for tactical reasons and that nothing be so designated 1 without a good faith belief that it has been maintained in a confidential, non-public 2 manner, and there is good cause why it should not be part of the

public record of this 3 case. 4 2. DEFINITIONS 5 2.1 Action: this pending federal lawsuit, Case no. 2:25-cv-00246-CSK.

6 2.2 Challenging Party: a Party or Non-Party that challenges the designation 7 of information or items under this Order. 8 2.3 “CONFIDENTIAL” Information or Items: information (regardless of 9 how it is generated, stored or maintained) or tangible things that qualify for protection 10 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good 11 Cause Statement.

12 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their 13 support staff).

14 2.5 Designating Party: a Party or Non-Party that designates information or 15 items that it produces in disclosures or in responses to discovery as 16 “CONFIDENTIAL.” 17 2.6 Disclosure or Discovery Material: all items or information, regardless 18 of the medium or manner in which it is generated, stored, or maintained (including, 19 among other things, testimony, transcripts, and tangible things), that are produced or 20 generated in disclosures or responses to discovery in this matter.

21 2.7 Expert: a person with specialized knowledge or experience in a matter 22 pertinent to the litigation who has been retained by a Party or its counsel to serve as 23 an expert witness or as a consultant in this Action. 24 2.8 House Counsel: attorneys who are employees of a party to this Action. 25 House Counsel does not include Outside Counsel of Record or any other outside 26 counsel.

27 2.9 Non-Party: any natural person, partnership, corporation, association, or 28 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 party 2 to this Action but are retained to represent or advise a party to this Action and have 3 appeared in this Action on behalf of that party or are affiliated with a law firm that 4 has appeared on behalf of that party, including support staff.

5 2.11 Party: any party to this Action, including all of its officers, directors, 6 employees, consultants, retained experts, and Outside Counsel of Record (and their 7 support staffs). 8 2.12 Producing Party: a Party or Non-Party that produces Disclosure or 9 Discovery Material in this Action. 10 2.13 Professional Vendors: persons or entities that provide litigation support 11 services (e.g., photocopying, videotaping, translating, preparing exhibits or 12 demonstrations, and organizing, storing, or retrieving data in any form or medium) 13 and their employees and subcontractors.

14 2.14 Protected Material: any Disclosure or Discovery Material that is 15 designated as “CONFIDENTIAL.” 16 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material 17 from a Producing Party. 18 3. SCOPE 19 The protections conferred by this Stipulation and Order cover not only 20 Protected Material (as defined above), but also (1) any information copied or extracted 21 from Protected Material; (2) all copies, excerpts, summaries, or

compilations of 22 Protected Material; and (3) any testimony, conversations, or presentations by Parties 23 or their Counsel that might reveal Protected Material.

24 Any use of Protected Material at trial shall be governed by the orders of the 25 trial judge. This Order does not govern the use of Protected Material at trial. 26 4. DURATION 27 Once a case proceeds to trial, all of the court-filed information to be introduced 28 that was previously designated as confidential or maintained pursuant to this 1 protective order becomes public and will be presumptively available to all members 2 of the public, including the press, unless compelling reasons supported by specific 3 factual findings to proceed otherwise are made to the trial judge in advance of the 4 trial.

See *Kamakana v. City and Cty. of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 5 2006) (distinguishing “good cause” showing for sealing documents produced in 6 discovery from “compelling reasons” standard when merits-related documents are 7 part of court record).

Accordingly, the terms of this protective order do not extend 8 beyond the commencement of the trial. 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 under this 12 Order must take care to limit any such designation to specific material that qualifies 13 under the appropriate standards.

The Designating Party must designate for protection 14 only those parts of material, documents, items, or oral or written communications that 15 qualify so that other portions of the material, documents, items, or communications 16 for which protection is not warranted are not swept unjustifiably within the ambit of 17 this Order. 18 Mass, indiscriminate, or routinized designations are prohibited.

Designations 19 that are shown to be clearly unjustified or that have been made for an improper 20 purpose (e.g., to unnecessarily encumber the case development process or to impose 21 unnecessary expenses and burdens on other parties) may expose the Designating Party 22 to sanctions. 23 If it comes to a Designating Party’s attention that information or items that it 24 designated for protection do not qualify for protection, that Designating Party must 25 promptly notify all other Parties that it is withdrawing the inapplicable designation.

26 5.2 Manner and Timing of Designations. Except as otherwise provided in 27 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise 28 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection 1 under this Order must be clearly so designated before the material is disclosed or 2 produced. 3 Designation in conformity with this Order requires: 4 (a) for information in documentary form (e.g., paper or electronic 5 documents, but excluding transcripts of depositions or other pretrial or trial 6 proceedings), that the Producing

Party affix, at a minimum, the legend 7 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that 8 contains protected material.

If only a portion or portions of the material on a page 9 qualifies for protection, the Producing Party also must clearly identify the protected 10 portion(s) (e.g., by making appropriate markings in the margins). 11 A Party or Non-Party that makes original documents available for inspection 12 need not designate them for protection until after the inspecting Party has indicated 13 which documents it would like copied and produced.

During the inspection and 14 before the designation, all of the material made available for inspection shall be 15 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents 16 it wants copied and produced, the Producing Party must determine which documents, 17 or portions thereof, qualify for protection under this Order. Then, before producing 18 the specified documents, the Producing Party must affix the “CONFIDENTIAL 19 legend” to each page that contains Protected Material.

If only a portion or portions 20 of the material on a page qualifies for protection, the Producing Party also must clearly 21 identify the protected portion(s) (e.g., by making appropriate markings in the 22 margins). 23 (b) for testimony given in depositions that the Designating Party identify 24 the Disclosure or Discovery Material on the record, before the close of the deposition.

25 (c) for information produced in some form other than documentary and 26 for any other tangible items, that the Producing Party affix in a prominent place on 27 the exterior of the container or containers in which the information is stored the legend 28 “CONFIDENTIAL.” If only a portion or portions of the information warrants 1 protection, the Producing Party, to the extent practicable, shall identify the protected 2 portion(s).

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent 4 failure to designate qualified information or items does not, standing alone, waive the 5 Designating Party’s right to secure protection under this Order for such material. 6 Upon timely correction of a designation, the Receiving Party must make reasonable 7 efforts to assure that the material is treated in accordance with the provisions of this 8 Order.

9 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS 10 6.1 Timing of Challenges. Any Party or Non-Party may challenge a 11 designation of confidentiality at any time that is consistent with the Court’s 12 Scheduling Order. 13 6.2 Meet and Confer.

The Challenging Party shall initiate the dispute 14 resolution process under Local Rule 251, et seq. Any discovery motion must strictly 15 comply with the procedures set forth in Local Rule 251. 16 6.3 Burden. The burden of persuasion in any such challenge proceeding 17 shall be on the Designating Party. Frivolous challenges, and those made for an 18 improper purpose (e.g., to

harass or impose unnecessary expenses and burdens on 19 other parties) may expose the Challenging Party to sanctions.

Unless the Designating 20 Party has waived or withdrawn the confidentiality designation, all parties shall 21 continue to afford the material in question the level of protection to which it is entitled 22 under the Producing Party's designation until the Court rules on the challenge. 23 7. ACCESS TO AND USE OF PROTECTED MATERIAL 24 7.1 Basic Principles. A Receiving Party may use Protected Material that is 25 disclosed or produced by another Party or by a Non-Party in connection with this 26 Action only for prosecuting, defending, or attempting to settle this Action.

Such 27 Protected Material may be disclosed only to the categories of persons and under the 28 1 conditions described in this Order. When the Action has been terminated, a Receiving 2 Party must comply with the provisions of section 13 below (FINAL DISPOSITION). 3 Protected Material must be stored and maintained by a Receiving Party at a 4 location and in a secure manner that ensures that access is limited to the persons 5 authorized under this Order.

6 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless 7 otherwise ordered by the Court or permitted in writing by the Designating Party, a 8 Receiving Party may disclose any information or item designated 9 "CONFIDENTIAL" only to: 10 (a) the Receiving Party's Outside Counsel of Record in this Action, as 11 well as employees of said Outside Counsel of Record to whom it is reasonably 12 necessary to disclose the information for this Action; 13 (b) the officers, directors, and employees (including House Counsel) of 14 the Receiving Party to whom disclosure is reasonably necessary for this Action; 15 (c) Experts (as defined in this Order) of the Receiving Party to whom 16 disclosure is reasonably necessary for this Action and who have signed the 17 "Acknowledgment and Agreement to Be Bound" (Exhibit A); 18 (d) the Court and its personnel; 19 (e) court reporters and their staff; 20 (f) professional jury or trial consultants, mock jurors, and Professional 21 Vendors to whom disclosure is reasonably necessary for this Action and who have 22 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A); 23 (g) the author or recipient of a document containing the information or 24 a custodian or other person who otherwise possessed or knew the information; 25 (h) during their depositions, witnesses, and attorneys for witnesses, in 26 the Action to whom disclosure is reasonably necessary provided: (1) the deposing 27 party requests that the witness sign the form attached as Exhibit A hereto; and (2) they 28 will not be permitted to keep any confidential information unless they sign the 1 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise 2 agreed by the Designating Party or ordered by the Court.

Pages of transcribed 3 deposition testimony or exhibits to depositions that reveal Protected Material may be 4 separately bound by the court reporter and may not be disclosed to anyone except as 5 permitted under this Stipulated Protective Order; and 6 (i) any mediator or settlement

officer, and their supporting personnel, 7 mutually agreed upon by any of the parties engaged in settlement discussions.

8 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED 9 PRODUCED IN OTHER LITIGATION 10 If a Party is served with a subpoena or a court order issued in other litigation 11 that compels disclosure of any information or items designated in this Action as 12 “CONFIDENTIAL,” that Party must: 13 (a) promptly notify in writing the Designating Party. Such notification shall 14 include a copy of the subpoena or court order; 15 (b) promptly notify in writing the party who caused the subpoena or order to 16 issue in the other litigation that some or all of the material covered by the subpoena 17 or order is subject to this Protective Order.

Such notification shall include a copy of 18 this Stipulated Protective Order; and 19 (c) cooperate with respect to all reasonable procedures sought to be pursued 20 by the Designating Party whose Protected Material may be affected. 21 If the Designating Party timely seeks a protective order, the Party served with 22 the subpoena or court order shall not produce any information designated in this action 23 as “CONFIDENTIAL” before a determination by the court from which the subpoena 24 or order issued, unless the Party has obtained the Designating Party’s permission.

The 25 Designating Party shall bear the burden and expense of seeking protection in that court 26 of its confidential material and nothing in these provisions should be construed as 27 authorizing or encouraging a Receiving Party in this Action to disobey a lawful 28 directive from another court. 1 // 2 // 3 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE 4 PRODUCED IN THIS LITIGATION 5 (a) The terms of this Order are applicable to information produced by a Non- 6 Party in this Action and designated as “CONFIDENTIAL.” Such information 7 produced by Non-Parties in connection with this litigation is protected by the 8 remedies and relief provided by this Order.

Nothing in these provisions should be 9 construed as prohibiting a Non-Party from seeking additional protections. 10 (b) In the event that a Party is required, by a valid discovery request, to produce 11 a Non-Party’s confidential information in its possession, and the Party is subject to an 12 agreement with the Non-Party not to produce the Non-Party’s confidential 13 information, then the Party shall: 14 (1) promptly notify in writing the Requesting Party and the Non-Party 15 that some or all of the information requested is subject to a confidentiality agreement 16 with a Non-Party; 17 (2) promptly provide the Non-Party with a copy of the Stipulated 18 Protective Order in this Action, the relevant discovery request(s), and a reasonably 19 specific description of the information requested; and 20 (3) make the information requested available for inspection by the Non- 21 Party, if requested.

22 (c) If the Non-Party fails to seek a protective order from this Court within 14 23 days of receiving the notice and accompanying information, the Receiving Party may 24 produce the Non-Party’s confidential information responsive to the discovery request. 25 If the Non-Party timely

seeks a protective order, the Receiving Party shall not produce 26 any information in its possession or control that is subject to the confidentiality 27 agreement with the Non-Party before a determination by the Court.

Absent a court 28 1 order to the contrary, the Non-Party shall bear the burden and expense of seeking 2 protection in this Court of its Protected Material. 3 // 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 7 Stipulated Protective Order, the Receiving Party must immediately (a) notify in 8 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts 9 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or 10 persons to whom unauthorized disclosures were made of all the terms of this Order, 11 and (d) request such person or persons to execute the “Acknowledgment and 12 Agreement to Be Bound” that is attached hereto as Exhibit A. 13 11.

INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 14 PROTECTED MATERIAL 15 When a Producing Party gives notice to Receiving Parties that certain 16 inadvertently produced material is subject to a claim of privilege or other protection, 17 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil 18 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure 19 may be established in an e-discovery order that provides for production without prior 20 privilege review.

Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the 21 parties reach an agreement on the effect of disclosure of a communication or 22 information covered by the attorney-client privilege or work product protection, the 23 parties may incorporate their agreement in the stipulated protective order submitted 24 to the Court. 25 12. MISCELLANEOUS 26 12.1 Right to Further Relief.

Nothing in this Order abridges the right of any 27 person to seek its modification by the Court in the future. 28 12.2 Right to Assert Other Objections. By stipulating to the entry of this 1 Protective Order, no Party waives any right it otherwise would have to object to 2 disclosing or producing any information or item on any ground not addressed in this 3 Stipulated Protective Order.

Similarly, no Party waives any right to object on any 4 ground to use in evidence of any of the material covered by this Protective Order. 5 12.3 Filing Protected Material. A Party that seeks to file under seal any 6 Protected Material must comply with Civil Local Rules. Protected Material may only 7 be filed under seal pursuant to a court order authorizing the sealing of the specific 8 Protected Material at issue; good cause must be shown in the request to file under 9 seal.

If a Party’s request to file Protected Material under seal is denied by the Court, 10 then the Receiving Party may file the information in the public record unless 11 otherwise instructed by the

Court. 12 13. FINAL DISPOSITION 13 After the final disposition of this Action, within 60 days of a written request by 14 the Designating Party, each Receiving Party must return all Protected Material to the 15 Producing Party or destroy such material.

As used in this subdivision, “all Protected 16 Material” includes all copies, abstracts, compilations, summaries, and any other 17 format reproducing or capturing any of the Protected Material. Whether the Protected 18 Material is returned or destroyed, the Receiving Party must submit a written 19 certification to the Producing Party (and, if not the same person or entity, to the 20 Designating Party) by the 60 day deadline that (1) identifies (by category, where 21 appropriate) all the Protected Material that was returned or destroyed, and (2) affirms 22 that the Receiving Party has not retained any copies, abstracts, compilations, 23 summaries or any other format reproducing or capturing any of the Protected Material.

24 Notwithstanding this provision, counsel are entitled to retain an archival copy of all 25 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, 26 correspondence, deposition and trial exhibits, expert reports, attorney work product, 27 and consultant and expert work product, even if such materials contain Protected 28 1 Material.

Any such archival copies that contain or constitute Protected Material 2 remain subject to this Protective Order as set forth in Section 4 (DURATION). 3 14. VIOLATION OF ORDER 4 Any violation of this Order may be punished by any and all appropriate 5 measures including, without limitation, contempt proceedings and/or monetary 6 sanctions. 7 8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

9 10 DATED: August 6, 2025 11 /s/Andrew Jung 12 Andrew Jung Attorney for Plaintiff 13 OLGA VELAZQUEZ 14 DATED: August 5, 2025 15 16 /s/ Kristine Avena 17 Kristine Avena Attorney for Defendant 18 NISSAN NORTH AMERICA, INC. 19 20 21 22 23 24 25 26 27 28 1 EXHIBIT A 2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND 3 4 I, _____ [full name], of _____ 5 [full address], declare under penalty of perjury that I have read in its entirety and 6 understand the Stipulated Protective Order that was issued by the United States 7 District Court for the Eastern District of California on _____ [date] in the 8 case of Olga Velazquez v. Nissan North America, Inc., Case No. 2:25-cv-00246- 9 CSK.

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 could 11 expose me to sanctions and punishment in the nature of contempt. I solemnly 12 promise that I will not disclose in any manner any information or item that is subject 13 to this Stipulated Protective Order to any person or entity except in strict compliance 14 with the provisions of this Order.

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

23 24 Date: _____ 25 City and State where signed:

_____ 26 Printed name: _____

27 28 Signature: _____