

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA, EASTERN DIVISION

Guillermina Ibarra Soto v. Nissan North America, Inc., et al.

Ibarra Soto v. Nissan North America · No. 5:25-cv-00981-SSS-DTB · Decided December 23, 2025

SUMMARY

This document is a stipulated protective order approved by the United States District Court for the Central District of California in Guillermina Ibarra Soto v. Nissan North America, Inc. It governs the designation, use, disclosure, filing, challenge, and final disposition of confidential discovery materials, including proprietary business information and consumer records.

OPINION

Guillermina Ibarra Soto v. Nissan North America, Inc., et al.

PER CURIAM.

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NISSAN 7 NORTH AMERICA, INC. 8

9 UNITED STATES DISTRICT COURT

10 CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION

11 12 GUILLERMINA IBARRA SOTO, Case No. 5:25-cv-00981-SSS-DTB 13 Plaintiff,

Assigned to: Hon. Sunshine Suzanne Sykes Magistrate Judge: David T. Bristow 14 vs.

STIPULATED PROTECTIVE ORDER

15 NISSAN NORTH AMERICA, INC., et

al. 16 Defendant. 17 Trial Date: September 14, 2026

18 1. PURPOSES AND LIMITATIONS

19 Discovery in this action is likely to involve production of confidential, 20 proprietary or private information for which special protection from public disclosure 21 and from use for any purpose other than pursuing this litigation may be warranted. 22 Accordingly, the parties hereby stipulate to, and petition the Court to enter, the 23 following Stipulated Protective Order pursuant to Local

Rule 141.1. The parties 24 acknowledge that this Order does not confer blanket protection on all disclosures or 25 responses to discovery and that the protection it affords from public disclosure and 26 use extends only to the limited information or items that are entitled to confidential 27 treatment under the applicable legal principles.

1 2. GOOD CAUSE STATEMENT

2 The plaintiff in this action seeks information, records, and communications 3 regarding confidential materials, including but not limited to: Nissan North America 4 Inc.'s internal policies and procedures related to "Lemon Law", consumer 5 information, and consumer complaints. This action is likely to involve trade secrets, 6 research, design, development, commercial, financial, technical and/or proprietary 7 information for which special protection from public disclosure and from use for any 8 purpose other than prosecution of this action is warranted. Such confidential and 9 proprietary materials and information consist of, among other things, confidential 10 business or financial information, information regarding confidential business 11 practices, or other confidential research, development of technology, or commercial 12 information (including information that may implicate privacy rights of third parties), 13 information otherwise generally unavailable to the public, or which may be privileged 14 or otherwise protected from disclosure under state or federal statutes, court rules, case 15 decisions, or common law. Accordingly, to expedite the flow of information, to 16 facilitate the prompt resolution of disputes over confidentiality of discovery materials, 17 to adequately protect information the parties are entitled to keep confidential, to 18 ensure that the parties are permitted reasonable necessary uses of such material in 19 preparation for and in the conduct of trial, to address their handling at the end of the 20 litigation, and serve the ends of justice, a protective order for such information is 21 justified in this matter. It is the intent of the parties that information will not be 22 designated as confidential for tactical reasons and that nothing be so designated 23 without a good faith belief that it has been maintained in a confidential, non-public 24 manner, and there is good cause why it should not be part of the public record of this 25 case.

26 3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

27 The parties further acknowledge, as set forth in Section 14.3, below, that this 1 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and 2 the standards that will be applied when a party seeks permission from the court to file 3 material under seal. There is a strong presumption that the public has a right of access to 4 judicial proceedings and records in civil cases. In connection with non-dispositive 5 motions, good cause must be shown to support a filing under seal. See *Kamakana v. City 6 and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors 7 Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics, Inc.*, 8 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good 9 cause showing), and a specific showing of good cause or compelling reasons with proper 10 evidentiary support and legal justification, must be made with respect to Protected 11 Material that a party seeks to file under seal. The parties' mere designation of Disclosure 12 or

Discovery Material as CONFIDENTIAL does not—without the submission of 13 competent evidence by declaration, establishing that the material sought to be filed under 14 seal qualifies as confidential, privileged, or otherwise protectable—constitute good 15 cause. 16 Further, if a party requests sealing related to a dispositive motion or trial, then 17 compelling reasons, not only good cause, for the sealing must be shown, and the relief 18 sought shall be narrowly tailored to serve the specific interest to be protected. See *Pintos 19 v. Pacific Creditors Ass’n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type 20 of information, document, or thing sought to be filed or introduced under seal, the party 21 seeking protection must articulate compelling reasons, supported by specific facts and 22 legal justification, for the requested sealing order. Again, competent evidence 23 supporting the application to file documents under seal must be provided by 24 declaration. 25 Any document that is not confidential, privileged, or otherwise protectable in 26 its entirety will not be filed under seal if the confidential portions can be redacted. If 27 documents can be redacted, then a redacted version for public viewing, omitting only 1 be filed. Any application that seeks to file documents under seal in their entirety 2 should include an explanation of why redaction is not feasible.

3 4. DEFINITIONS

4 4.1 Action: *Guillermina Ibarra Soto v. Nissan North America, Inc.* United 5 States District Court, Central District of California, , Civil Action No. 5:25-cv- 6 00981-SSS-DTB. 7 4.2 Challenging Party: a Party or Non-Party that challenges the designation of 8 information or items under this Order. 9 4.3 “CONFIDENTIAL” Information or Items: information (regardless of 10 how it is generated, stored or maintained) or tangible things that qualify for protection 11 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good 12 Cause Statement. 13 4.4 Counsel: The Parties respective counsel of record (as well as their support 14 staff). 15 4.5 Designating Party: a Party or Non-Party that designates information or 16 items that it produces in disclosures or in responses to discovery as

17 “CONFIDENTIAL.”

18 4.6 Disclosure or Discovery Material: all items or information, regardless of the 19 medium or manner in which it is generated, stored, or maintained (including, among other 20 things, testimony, transcripts, and tangible things), that are produced or generated in 21 disclosures or responses to discovery. 22 4.7 Expert: a person with specialized knowledge or experience in a matter 23 pertinent to the litigation who has been retained by a Party or its counsel to serve as 24 an expert witness or as a consultant in this Action. 25 4.8 House Counsel: attorneys who are employees of a party to this Action. 26 House Counsel does not include Outside Counsel of Record or any other outside 27 counsel. 1 other legal entity not named as a Party to this action. 2 4.10 Outside Counsel of Record: attorneys who are not employees of a party 3 to this Action but are retained to represent a party to this Action and have appeared in 4 this Action on behalf of that party or are affiliated with a law firm that has appeared 5 on behalf of that party, and includes support staff. 6 4.11 Party: any party to this Action, including all of its officers, directors, 7

employees, consultants, retained experts, and Outside Counsel of Record (and their 8 support staffs). 9 4.12 Producing Party: a Party or Non-Party that produces Disclosure or 10 Discovery Material in this Action. 11 4.13 Professional Vendors: persons or entities that provide litigation support 12 services (e.g., photocopying, videotaping, translating, preparing exhibits or 13 demonstrations, and organizing, storing, or retrieving data in any form or medium) 14 and their employees and subcontractors. 15 4.14 Protected Material: any Disclosure or Discovery Material that is 16 designated as “CONFIDENTIAL.” 17 4.15 Receiving Party: a Party that receives Disclosure or Discovery Material 18 from a Producing Party.

19 5. SCOPE

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

1 6. DURATION

2 Once a case proceeds to trial, information that was designated as 3 CONFIDENTIAL or maintained pursuant to this protective order used or introduced 4 as an exhibit at trial becomes public and will be presumptively available to all 5 members of the public, including the press, unless compelling reasons supported by 6 specific factual findings to proceed otherwise are made to the trial judge in advance 7 of the trial. See *Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause” 8 showing for sealing documents produced in discovery from “compelling reasons” 9 standard when merits-related documents are part of court record). Accordingly, the 10 terms of this protective order do not extend beyond the commencement of the trial.

11 7. DESIGNATING PROTECTED MATERIAL

12 7.1 Exercise of Restraint and Care in Designating Material for Protection. Each 13 Party or Non-Party that designates information or items for protection under this Order must 14 take care to limit any such designation to specific material that qualifies under the 15 appropriate standards. The Designating Party must designate for protection only those parts 16 of material, documents, items or oral or written communications that qualify so that other 17 portions of the material, documents, items or communications for which protection is not 18 warranted are not swept unjustifiably within the ambit of this Order. 19 Mass, indiscriminate or routinized designations are prohibited. Designations 20 that are shown to be clearly unjustified or that have been made for an improper 21 purpose (e.g., to unnecessarily encumber the case development process or to impose 22 unnecessary expenses and burdens on other parties) may expose the Designating Party 23 to sanctions. 24 If it comes to a Designating Party’s attention that information or items that it 25 designated for protection do not qualify for protection, that Designating Party must 26 promptly

notify all other Parties that it is withdrawing the inapplicable designation. 27 7.2 Manner and Timing of Designations. Except as otherwise provided in 1 that qualifies for protection under this Order must be clearly so designated before the 2 material is disclosed or 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 of the material on a page qualifies for 9 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., 10 by making appropriate markings in the margins). 11 (b) A Party or Non-Party that makes original documents available for 12 inspection need not designate them for protection until after the inspecting Party has 13 indicated which documents it would like copied and produced. During the inspection 14 and 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 of the material 20 on a page qualifies for protection, the Producing Party also must clearly identify the 21 protected portion(s) (e.g., by making appropriate markings in the margins). 22 (c) for testimony given in depositions that the Designating Party 23 identifies the Disclosure or Discovery Material on the record, before the close of the 24 deposition all protected testimony. 25 (d) 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 1 protection, the Producing Party, to the extent practicable, shall identify the protected 2 portion(s). 3 7.3 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. Upon 6 timely correction of a designation, the Receiving Party must make reasonable efforts 7 to assure that the material is treated in accordance with the provisions of this Order.

8 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

9 8.1. Timing of Challenges. Any Party or Non-Party may challenge a 10 designation of confidentiality at any time that is consistent with the Court’s 11 Scheduling Order. 12 8.2 Meet and Confer. The Challenging Party shall initiate the dispute 13 resolution process under Local Rule 37-1 et seq. 14 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a 15 joint stipulation pursuant to Local Rule 37-2. 16 8.4 The burden of persuasion in any such challenge proceeding shall be on 17 the Designating Party. Frivolous challenges, and those made for an improper purpose 18 (e.g., to harass or impose unnecessary expenses and burdens on other

parties) may 19 expose the Challenging Party to sanctions. Unless the Designating Party has waived 20 or withdrawn the confidentiality designation, all parties shall continue to afford the 21 material in question the level of protection to which it is entitled under the Producing 22 Party's designation until the Court rules on the challenge.

23 9. ACCESS TO AND USE OF PROTECTED MATERIAL

24 9.1 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 1 Party must comply with the provisions of section 15 below (FINAL DISPOSITION). 2 Protected Material must be stored and maintained by a Receiving Party at a 3 location and in a secure manner that ensures that access is limited to the persons 4 authorized under this Order. 5 9.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless 6 otherwise ordered by the court or permitted in writing by the Designating Party, a 7 Receiving Party may disclose any information or item designated 8 "CONFIDENTIAL" only to: 9 (a) the Receiving Party's Outside Counsel of Record in this Action, as 10 well as employees of said Outside Counsel of Record to whom it is reasonably 11 necessary to disclose the information for this Action; 12 (b) the officers, directors, and employees (including House Counsel) of 13 the Receiving Party to whom disclosure is reasonably necessary for this Action; 14 (c) Experts (as defined in this Order) of the Receiving Party to whom 15 disclosure is reasonably necessary for this Action and who have signed the 16 "Acknowledgment and Agreement to Be Bound" (Exhibit A) 17 (d) the court and its personnel; 18 (e) court reporters and their staff; 19 (f) professional jury or trial consultants, mock jurors, and Professional 20 Vendors to whom disclosure is reasonably necessary for this Action and who have 21 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A); 22 (g) the author or recipient of a document containing the information or a 23 custodian or other person who otherwise possessed or knew the information; 24 (h) during their depositions, witnesses, and attorneys for witnesses, in the 25 Action to whom disclosure is reasonably necessary provided: (1) the deposing party 26 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not 27 be permitted to keep any confidential information unless they sign the "Acknowledgment 1 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to 2 depositions that reveal Protected Material may be separately bound by the court reporter 3 and may not be disclosed to anyone except as permitted under this Stipulated Protective 4 Order; and 5 (i) any mediators or settlement officers and their supporting personnel, 6 mutually agreed upon by any of the parties engaged in settlement discussions.

7 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED

8 PRODUCED IN OTHER LITIGATION

9 If a Party is served with a subpoena or a court order issued in other litigation 10 that compels disclosure of any information or items designated in this Action as 11 "CONFIDENTIAL," that

Party must: 12 (a) promptly notify in writing the Designating Party. Such notification 13 shall include a copy of the subpoena or court order; 14 (b) promptly notify in writing the party who caused the subpoena or 15 order to issue in the other litigation that some or all of the material covered by the 16 subpoena or order is subject to this Protective Order. Such notification shall include a 17 copy of this Stipulated Protective Order; and 18 (c) cooperate with respect to all reasonable procedures sought to be 19 pursued by the Designating Party whose Protected Material may be affected. If the 20 Designating Party timely seeks a protective order, the Party served with the subpoena 21 or court order shall not produce any information designated in this action as 22 “CONFIDENTIAL” before a determination by the court from which the subpoena or 23 order issued, unless the Party has obtained the Designating Party’s permission. The 24 Designating Party shall bear the burden and expense of seeking protection in that court 25 of its confidential material and nothing in these provisions should be construed as 26 authorizing or encouraging a Receiving Party in this Action to disobey a lawful 27 directive from another court.

1 11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE

2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a 4 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information 5 produced by Non-Parties in connection with this litigation is protected by the remedies 6 and relief provided by this Order. Nothing in these provisions should be construed as 7 prohibiting a Non-Party from seeking additional protections. 8 (b) In the event that a Party is required, by a valid discovery request, to 9 produce a Non-Party’s confidential information in its possession, and the Party is 10 subject to an agreement with the Non-Party not to produce the Non-Party’s 11 confidential information, then the Party shall: 12 (1) promptly notify in writing the Requesting Party and the Non-Party 13 that some or all of the information requested is subject to a 14 confidentiality agreement with a Non-Party; 15 (2) promptly provide the Non-Party with a copy of the Stipulated 16 Protective Order in this Action, the relevant discovery request(s), and 17 a reasonably specific description of the information requested; and 18 (3) make the information requested available for inspection by the Non- 19 Party, if requested. 20 (c) If the Non-Party fails to seek a protective order from this court within 14 21 days of receiving the notice and accompanying information, the Receiving 22 Party may produce the Non-Party’s confidential information responsive to the 23 discovery request. If the Non-Party timely seeks a protective order, the 24 Receiving Party shall not produce any information in its possession or control 25 that is subject to the confidentiality agreement with the Non-Party before a 26 determination by the Court. Absent a court order to the contrary, the Non-Party 27 shall bear the burden and expense of seeking protection in this court of its 1 / / /

2 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

3 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed 4 Protected Material to any person or in any circumstance not authorized under this 5 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing 6 the Designating Party of the

unauthorized disclosures, (b) use its best efforts to retrieve 7 all unauthorized copies of the Protected Material, (c) inform the person or persons to 8 whom unauthorized disclosures were made of all the terms of this Order, and (d) request 9 such person or persons to execute the “Acknowledgment an Agreement to Be Bound” 10 attached hereto as Exhibit A.

11 13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE

12 PROTECTED MATERIAL

13 When a Producing Party gives notice to Receiving Parties that certain 14 inadvertently produced material is subject to a claim of privilege or other protection, 15 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil

16 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure 17 may be established in an e-discovery order that provides for production without prior 18 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the 19 parties reach an agreement on the effect of disclosure of a communication or 20 information covered by the attorney-client privilege or work product protection, the 21 parties may incorporate their agreement in the stipulated protective order submitted 22 to the court.

23 14. MISCELLANEOUS

24 14.1 Right to Further Relief. Nothing in this Order abridges the right of any 25 person to seek its modification by the Court in the future. 26 14.2 Right to Assert Other Objections. By stipulating to the entry of this 27 Protective Order, no Party waives any right it otherwise would have to object to 1 Stipulated Protective Order. Similarly, no Party waives any right to object on any 2 ground to use in evidence of any of the material covered by this Protective Order. 3 14.3 Filing Protected Material. A Party that seeks to file under seal any 4 Protected Material must comply with Local Civil Rule 79-5. Protected Material may 5 only be filed under seal pursuant to a court order authorizing the sealing of the specific 6 Protected Material. If a Party’s request to file Protected Material under seal is denied 7 by the court, then the Receiving Party may file the information in the public record 8 unless otherwise instructed by the court.

9 15. FINAL DISPOSITION

10 After the final disposition of this Action, as defined in paragraph 6, within 60 11 days of a written request by the Designating Party, each Receiving Party must return 12 all Protected Material to the Producing Party or destroy such material. As used in this 13 subdivision, “all Protected Material” includes all copies, abstracts, compilations, 14 summaries, and any other format reproducing or capturing any of the Protected Material. 15 Whether the Protected Material is returned or destroyed, the Receiving Party must 16 submit a written certification to the Producing Party (and, if not the same person or 17 entity, to the Designating Party) by the 60-day deadline that (1) identifies (by category, 18 where appropriate) all the Protected Material that was returned or destroyed and (2) 19 affirms that the Receiving Party has not retained any copies, abstracts, compilations, 20 summaries or any other format reproducing or capturing any of the Protected Material. 21 Notwithstanding this provision, Counsel are entitled to retain an archival

copy of all 22 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, 23 correspondence, deposition and trial exhibits, expert reports, attorney work product, and 24 consultant and expert work product, even if such materials contain Protected Material. 25 Any such archival copies that contain or constitute Protected Material remain subject to 26 this Protective Order as set forth in Section 6 (DURATION). 27 / / /

1 16. VIOLATION

2 Any violation of this Order may be punished by appropriate measures 3 including, without limitation, contempt proceedings and/or monetary sanctions. 4 5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD. 6 7 DATED: December 18, 2025 JUDD A. GILEFSKY SCOTT D. SHARP

8

JUSTIN TENG

9 LEWIS BRISBOIS BISGAARD & SMITH LLP

10 11 By: /s/ Justin Teng 12

JUSTIN TENG

13 Attorneys for Defendant, NISSAN NORTH AMERICA, INC. 14 15 DATED: December 19, 2025 QUILL & ARROW, LLP 16 17 18 By: /s/Andrew Jung

19 ANDREW C. JUNG

20 Attorney for Plaintiff GUILLERMINA

IBARRA SOTO

21 22 23 24 25 26 27

1 ORDER

2 GOOD CAUSE APPEARING, the Court hereby approves the Stipulation and 3 || Protective Order. 4 IT IS SO ORDERED. 6 || Dated: December 23, 2025 4 Hon. Judge David T. Bristow 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 1c

1 EXHIBIT A

2 I, , declare under penalty of perjury that I have 3 read in its entirety and understand the Stipulated Protective Order that was issued by 4 the United States District Court for the Central District of California in the case of 5 Guillermina Ibarra Soto v. Nissan North America, Inc., Civil Action No. 5:25-cv- 6 00981-SSS-DTB. I agree to comply with and to be bound by all the terms of this 7 Stipulated Protective Order and I understand and acknowledge that failure to so 8 comply could expose me to sanctions and punishment in the nature of contempt. I 9 solemnly promise that I will not disclose in any manner any information or item that 10 is subject to this Protective Order to any person or entity except in strict compliance 11 with the provisions of this Order. 12 I further agree to submit to the jurisdiction of the United States District Court 13 for the Central District of California, Eastern Division for the purpose of enforcing 14 the terms of this Stipulated Protective Order, even if such enforcement proceedings 15 occur after termination of this action. 16 Name of

individual: 17 Present occupation/job description: 18 19 20 21 Name of Company or Firm: 22
Address: 23 24 Dated: 25 26 [Signature] 27

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