

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

Everardo Alvarez Rios v. O'Reilly Auto Enterprises, LLC

Alvarez Rios · No. 2:25-cv-03063-MWC-SSC · Decided July 14, 2025

OPINION

Everardo Alvarez Rios v. O Reilly Auto Enterprises LLC

PER CURIAM.

1 2 3 4 5 6 7

8 UNITED STATES DISTRICT COURT

9 CENTRAL DISTRICT OF CALIFORNIA

10 11 EVERARDO ALVAREZ RIOS, Case No. 2:25-cv-03063-MWC-SSCx 12 Plaintiff,
STIPULATED PROTECTIVE

ORDER

13 v. 14 O'REILLY AUTO ENTERPRISES, Judge: Mag. Judge LLC, a corporate entity form
unknown; Stephanie S. 15 and DOES 1-50, inclusive, Christensen 16 Defendants. 17

18 1. INTRODUCTION

19 1.1 Purposes and Limitations. Discovery in this action is likely to involve 20 production of
confidential, proprietary, or private information for which special 21 protection from public
disclosure and from use for any purpose other than 22 prosecuting this litigation may be
warranted. Accordingly, the parties hereby 23 stipulate to and petition the court to enter the
following Stipulated Protective Order. 24 The parties acknowledge that this Order does not confer
blanket protections on all 25 disclosures or responses to discovery and that the protection it
affords from public 26 disclosure and use extends only to the limited information or items that are
entitled 27 to confidential treatment under the applicable legal principles. 1 1.2 Good Cause
Statement. This is an employment action that will 2 inevitably require the disclosure of
confidential and sensitive subject matter, 3 including, but not limited to, the following categories:
(i) Defendant's internal 4 policies and procedures, (ii) documents regarding personnel decisions
made by 5 Defendant, (iii) witness statements obtained from third-party employees as part of a 6
workplace investigation conducted during Plaintiff's employment, (iv) workers' 7 compensation
claims filed by Plaintiff for claimed injuries suffered in the 8 workplace, including HIPAA
protected information, and (v) wages, benefits and 9 similar compensation. This information is not
generally unavailable to the public 10 and is otherwise privileged and/or otherwise protected from
disclosure under 11 prevailing state or federal statutes, court rules, case decisions, or common law.
12 Accordingly, to expedite the flow of information, to facilitate the prompt resolution 13 of
disputes over confidentiality of discovery materials, to adequately protect 14 information the

parties are entitled to keep confidential, to ensure that the parties are 15 permitted reasonable necessary uses of such material in preparation for and in the 16 conduct of trial, to address their handling at the end of the litigation, and serve the 17 ends of justice, a protective order for such information is justified in this matter. It 18 is the intent of the parties that information will not be designated as confidential for 19 tactical reasons and that nothing be so designated without a good faith belief that it 20 has been maintained in a confidential, non-public manner, and there is good cause 21 why it should not be part of the public record of this case. 22 23 1.3 Acknowledgment of Procedure for Filing Under Seal. The parties 24 further acknowledge, as set forth in Section 12.3, below, that this Stipulated 25 Protective Order does not entitle them to file confidential information under seal; 26 Local Rule 79-5 sets forth the procedures that must be followed and the standards 27 that will be applied when a party seeks permission from the court to file material 1 There is a strong presumption that the public has a right of access to judicial 2 proceedings and records in civil cases. In connection with non-dispositive motions, 3 good cause must be shown to support a filing under seal. See *Kamakana v. City 4 and Cnty. of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips ex rel. Ests. of 5 Byrd v. Gen. Motors Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002), *Makar- 6 Welbon v. Sony Elecs., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated 7 protective orders require good cause showing), and a specific showing of good 8 cause or compelling reasons with proper evidentiary support and legal justification, 9 must be made with respect to Protected Material that a party seeks to file under 10 seal. The parties' mere designation of Disclosure or Discovery Material as 11 CONFIDENTIAL does not—without the submission of competent evidence by 12 declaration, establishing that the material sought to be filed under seal qualifies as 13 confidential, privileged, or otherwise protectable—constitute good cause. 14 Further, if a party requests sealing related to a dispositive motion or trial, 15 then compelling reasons, not only good cause, for the sealing must be shown, and 16 the relief sought shall be narrowly tailored to serve the specific interest to be 17 protected. See *Pintos v. Pac. Creditors Ass'n*, 605 F.3d 665, 677–79 (9th Cir. 18 2010). For each item or type of information, document, or thing sought to be filed 19 or introduced under seal in connection with a dispositive motion or trial, the party 20 seeking protection must articulate compelling reasons, supported by specific facts 21 and legal justification, for the requested sealing order. Again, competent evidence 22 supporting the application must be provided by declaration. 23 Any document that is not confidential, privileged, or otherwise protectable in 24 its entirety will not be filed under seal if the confidential portions can be redacted. 25 If documents can be redacted, then a redacted version for public viewing, omitting 26 only the confidential, privileged, or otherwise protectable portions of the document, 27 shall be filed. Any application that seeks to file documents under seal in their

1 2. DEFINITIONS

2 2.1 Action: The matter captioned *Everardo Alvarez Rios v. O'Reilly Auto 3 Enterprises, LLC, et al.*, Case No. 2:25-cv-03063. 4 2.2 Challenging Party: a Party or Non-Party that challenges the designation 5 of information or items under this Order. 6 2.3 "CONFIDENTIAL" Information or

Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Rule 26(c) of the Federal Rules of Civil Procedure, and as specified above in the Good Cause Statement. 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff). 2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as

“CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter. 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action. 2.8 Final Disposition: the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law. 2.9 In-House Counsel: attorneys who are employees of a party to this Action. In-House Counsel does not include Outside Counsel of Record or any other outside counsel. 2.10 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action. 2.11 Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes support staff. 2.12 Party: any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs). 2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action. 2.14 Professional Vendors: persons or entities that provide litigation- support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors. 2.15 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.” 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. Any use of Protected Material at trial shall be governed by the orders of the trial

judge. This Stipulated Protective Order does not govern the use of Protected 5 Material at trial. 6

7 4. TRIAL AND DURATION

8 The terms of this Stipulated Protective Order apply through Final Disposition 9 of the Action. 10
Once a case proceeds to trial, information that was designated as 11 CONFIDENTIAL or
maintained pursuant to this Stipulated Protective Order and 12 used or introduced as an exhibit at
trial becomes public and will be presumptively 13 available to all members of the public,
including the press, unless compelling 14 reasons supported by specific factual findings to
proceed otherwise are made to the 15 trial judge in advance of the trial. See Kamakana, 447 F.3d
at 1180–81 16 (distinguishing “good cause” showing for sealing documents produced in discovery
17 from “compelling reasons” standard when merits-related documents are part of 18 court
record). Accordingly, for such materials, the terms of this Stipulated 19 Protective Order do not
extend beyond the commencement of the trial. 20 21

5. DESIGNATING PROTECTED MATERIAL

22 5.1 Exercise of Restraint and Care in Designating Material for Protection. 23 Each Party or
Non-Party that designates information or items for protection under 24 this Order must take care
to limit any such designation to specific material that 25 qualifies under the appropriate standards.
The Designating Party must designate for 26 protection only those parts of material, documents,
items, or oral or written 27 communications that qualify so that other portions of the material,
documents, 1 items, or communications for which protection is not warranted are not swept 2
unjustifiably within the ambit of this Order. 3 Mass, indiscriminate, or routinized designations are
prohibited. Designations 4 that are shown to be clearly unjustified or that have been made for an
improper 5 purpose (e.g., to unnecessarily encumber the case development process or to 6 impose
unnecessary expenses and burdens on other parties) may expose the 7 Designating Party to
sanctions. 8 If it comes to a Designating Party’s attention that information or items that it 9
designated for protection do not qualify for protection, that Designating Party must 10 promptly
notify all other Parties that it is withdrawing the inapplicable designation. 11 5.2 Manner and
Timing of Designations. Except as otherwise provided in 12 this Stipulated Protective Order (see,
e.g., second paragraph of section 5.2(a) 13 below), or as otherwise stipulated or ordered,
Disclosure or Discovery Material that 14 qualifies for protection under this Stipulated Protective
Order must be clearly so 15 designated before the material is disclosed or produced. 16
Designation in conformity with this Stipulated Protective Order requires: 17 (a) for information in
documentary form (e.g., paper or electronic 18 documents, but excluding transcripts of
depositions or other pretrial or trial 19 proceedings), that the Producing Party affix at a minimum,
the legend 20 “CONFIDENTIAL” to each page that contains protected material. If only a 21
portion or portions of the material on a page qualifies for protection, the Producing 22 Party also
must clearly identify the protected portion(s) (e.g., by making 23 appropriate markings in the
margins). 24 A Party or Non-Party that makes original documents available for inspection 25 need
not designate them for protection until after the inspecting Party has indicated 26 which

documents it would like copied and produced. During the inspection and 27 before the designation, all of the material made available for inspection shall be 1 it wants copied and produced, the Producing Party must determine which 2 documents, or portions thereof, qualify for protection under this Stipulated 3 Protective Order. Then, before producing the specified documents, the Producing 4 Party must affix the “CONFIDENTIAL” legend to each page that contains 5 Protected Material. If only a portion or portions of the material on a page qualifies 6 for protection, the Producing Party also must clearly identify the protected 7 portion(s) (e.g., by making appropriate markings in the margins). 8 (b) for testimony given in depositions that the Designating Party identify 9 the Disclosure or Discovery Material on the record, before the close of the 10 deposition all protected testimony. 11 (c) for information produced in some form other than documentary and 12 for any other tangible items, that the Producing Party affix in a prominent place on 13 the exterior of the container or containers in which the information is stored the 14 “CONFIDENTIAL” legend. If only a portion or portions of the information 15 warrants protection, the Producing Party, to the extent practicable, shall identify the 16 protected portion(s). 17 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent 18 failure to designate qualified information or items does not, standing alone, waive 19 the Designating Party’s right to secure protection under this Order for such material. 20 Upon timely correction of a designation, the Receiving Party must make reasonable 21 efforts to assure that the material is treated in accordance with the provisions of this 22 Stipulated Protective Order. 23 24

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a 26 designation of confidentiality at any time that is consistent with the court’s 27 Scheduling Order. 1 6.2 Meet and Confer. The Challenging Party shall initiate the dispute 2 resolution process under Local Rule 37.1 et seq. and with Section 2 of Judge 3 Christensen’s Civil Procedures titled “Brief Pre-Discovery Motion Conference.”1 4 6.3 The burden of persuasion in any such challenge proceeding shall be on 5 the Designating Party. Frivolous challenges, and those made for an improper 6 purpose (e.g., to harass or impose unnecessary expenses and burdens on other 7 parties) may expose the Challenging Party to sanctions. Unless the Designating 8 Party has waived or withdrawn the confidentiality designation, all parties shall 9 continue to afford the material in question the level of protection to which it is 10 entitled under the Producing Party’s designation until the court rules on the 11 challenge. 12

13 7. ACCESS TO AND USE OF PROTECTED MATERIAL

14 7.1 Basic Principles. A Receiving Party may use Protected Material that 15 is disclosed or produced by another Party or by a Non-Party in connection with this 16 Action only for prosecuting, defending, or attempting to settle this Action. Such 17 Protected Material may be disclosed only to the categories of persons and under the 18 conditions described in this Order. When the Action reaches a Final Disposition, a 19 Receiving Party must comply with the provisions of section 13 below. 20 Protected Material must be stored and maintained by a

Receiving Party at a 21 location and in a secure manner that ensures that access is limited to the persons 22 authorized under this Stipulated Protective Order. 23 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless 24 otherwise ordered by the court or permitted in writing by the Designating Party, a 25 Receiving Party may disclose any information or item designated 26 27 1 Judge Christensen’s Procedures are available at <https://www.cacd.uscourts.gov/honorable-stephanie-s-christensen>. 1 “CONFIDENTIAL” only: 2 (a) to the Receiving Party’s Outside Counsel of Record in this Action, as 3 well as employees of said Outside Counsel of Record to whom it is reasonably 4 necessary to disclose the information for this Action; 5 (b) to the officers, directors, and employees (including House Counsel) of 6 the Receiving Party to whom disclosure is reasonably necessary for this Action; 7 (c) to Experts (as defined in this Order) of the Receiving Party to whom 8 disclosure is reasonably necessary for this Action and who have signed the 9 “Acknowledgment and Agreement to Be Bound” (Exhibit A); 10 (d) to the court and its personnel; 11 (e) to court reporters and their staff; 12 (f) to professional jury or trial consultants, mock jurors, and Professional 13 Vendors to whom disclosure is reasonably necessary for this Action and who have 14 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); 15 (g) to the author or recipient of a document containing the information or 16 a custodian or other person who otherwise possessed or knew the information; 17 (h) during their depositions, to witnesses, and attorneys for witnesses, in 18 the Action to whom disclosure is reasonably necessary, provided: (1) the deposing 19 party requests that the witness sign the “Acknowledgment and Agreement to Be 20 Bound” (Exhibit A); and (2) the witness will not be permitted to keep any 21 confidential information unless they sign the “Acknowledgment and Agreement to 22 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or 23 ordered by the court. Pages of transcribed deposition testimony or exhibits to 24 depositions that reveal Protected Material may be separately bound by the court 25 reporter and may not be disclosed to anyone except as permitted under this 26 Stipulated Protective Order; and 27 (i) to any mediator or settlement officer, and their supporting personnel, 1 mutually agreed upon by any of the parties engaged in settlement discussions. 2

3 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED

4 PRODUCED IN OTHER LITIGATION

5 If a Party is served with a subpoena or a court order issued in other litigation 6 that compels disclosure of any information or items designated in this Action as 7 “CONFIDENTIAL,” that Party must: 8 (a) promptly notify in writing the Designating Party. Such notification 9 shall include a copy of the subpoena or court order; 10 (b) promptly notify in writing the party who caused the subpoena or order 11 to issue in the other litigation that some or all of the material covered by the 12 subpoena or order is subject to this Protective Order. Such notification shall include 13 a copy of this Stipulated Protective Order; and 14 (c) cooperate with respect to all reasonable procedures sought to be 15 pursued by the Designating Party whose Protected Material may be affected. 16 If the Designating Party timely seeks a protective order, the Party served 17

with the subpoena or court order shall not produce any information designated in 18 this action as “CONFIDENTIAL” before a determination by the court from which 19 the subpoena or order issued, unless the Party has obtained the Designating Party’s 20 permission. The Designating Party shall bear the burden and expense of seeking 21 protection in that court of its confidential material and nothing in these provisions 22 should be construed as authorizing or encouraging a Receiving Party in this Action 23 to disobey a lawful directive from another court. 24 25 26 27

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

2 PRODUCED IN THIS LITIGATION

3 9.1 Application. The terms of this Stipulated Protective Order are 4 applicable to information produced by a Non-Party in this Action and designated as 5 “CONFIDENTIAL.” Such information produced by Non-Parties in connection with 6 this litigation is protected by the remedies and relief provided by this Order. 7 Nothing in these provisions should be construed as prohibiting a Non-Party from 8 seeking additional protections. 9 9.2 Notification. In the event that a Party is required, by a valid discovery 10 request, to produce a Non-Party’s confidential information in its possession, and the 11 Party is subject to an agreement with the Non-Party not to produce the Non- 12 Party’s confidential information, then the Party shall: 13 (a) promptly notify in writing the Requesting Party and the Non-Party 14 that some or all of the information requested is subject to a confidentiality 15 agreement with a Non-Party; 16 (b) make the information requested available for inspection by the Non- 17 Party, if requested. 18 19 9.3 Conditions of Production. If the Non-Party fails to seek a protective 20 order from this court within 14 days of receiving the notice and accompanying 21 information, the Receiving Party may produce the Non-Party’s confidential 22 information responsive to the discovery request. If the Non-Party timely seeks a 23 protective order, the Receiving Party shall not produce any information in its 24 possession or control that is subject to the confidentiality agreement with the Non- 25 Party before a determination by the court. Absent a court order to the contrary, the 26 Non-Party shall bear the burden and expense of seeking protection in this court of its 27 Protected Material.

1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that, by inadvertence or otherwise, it has 3 disclosed Protected Material to any person or in any circumstance not authorized 4 under this Stipulated Protective Order, the Receiving Party must immediately (a) 5 notify in writing the Designating Party of the unauthorized disclosures, (b) use its 6 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform 7 the person or persons to whom unauthorized disclosures were made of all the terms 8 of this Order, and (d) request such person or persons to execute the 9 “Acknowledgment and Agreement to Be Bound” (Exhibit A). 10 11

11. 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 15 protection, the obligations of the Receiving Parties are those set forth in Rule 16 26(b)(5)(B) of the Federal Rules of Civil Procedure. This provision is not intended 17 to modify whatever procedure may be established in an e-discovery order that 18 provides for production without prior privilege review. Pursuant to Rules 502(d) 19 and (e) of the Federal Rules of Evidence, insofar as the parties reach an agreement 20 on the effect of disclosure of a communication or information covered by the 21 attorney-client privilege or work product protection, the parties may incorporate 22 their agreement in the stipulated protective order submitted to the court. 23 24

12. MISCELLANEOUS

25 26 12.1 Right to Further Relief. Nothing in this Stipulated Protective Order 27 abridges the right of any person to seek its modification by the court in the future. 1 Stipulated Protective Order no Party waives any right it otherwise would have to 2 object to disclosing or producing any information or item on any ground not 3 addressed in this Stipulated Protective Order. Similarly, no Party waives any right 4 to object on any ground to use in evidence of any of the material covered by this 5 Stipulated Protective Order. 6 12.3 Filing Protected Material. A Party that seeks to file under seal any 7 Protected Material must comply with Local Rule 79-5. Protected Material may 8 only be filed under seal pursuant to a court order authorizing the sealing of the 9 specific Protected Material at issue. If a Party's request to file Protected Material 10 under seal is denied by the court, then the Receiving Party may file the information 11 in the public record unless otherwise instructed by the court. 12

13 13. FINAL DISPOSITION

14 After the Final Disposition of this Action, as defined in paragraph 4, within 15 60 days of a written request by the Designating Party, each Receiving Party must 16 return all Protected Material to the Producing Party or destroy such material. As 17 used in this subdivision, "all Protected Material" includes all copies, abstracts, 18 compilations, summaries, and any other format reproducing or capturing any of the 19 Protected Material. Whether the Protected Material is returned or destroyed, the 20 Receiving Party must submit a written certification to the Producing Party (and, if 21 not the same person or entity, to the Designating Party) by the 60 day deadline that 22

(1) identifies (by category, where appropriate) all the Protected Material that was

23 returned or destroyed and (2) affirms that the Receiving Party has not retained any 24 copies, abstracts, compilations, summaries or any other format reproducing or 25 capturing any of the Protected Material. Notwithstanding this provision, Counsel is 26 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, 27 and hearing transcripts, legal memoranda, correspondence, deposition and trial 1 || product, even if such materials contain Protected Material. Any such archival 2 || copies that contain or constitute Protected Material remain subject to this Protective 3 || Order as set forth in Section 4. 4

>|)14. VIOLATION

6 Any violation of this Stipulated Protective Order may be punished by any 7) and all appropriate measures including, without limitation, contempt proceedings 8 |! and/or monetary sanctions. 9

10) Dated: July 9, 2025 HIGGS FLETCHER & MACK LLP 11 12 13 By: /s/ Geoffrey M. Thorne

14 JAMES M. PETERSON

GEOFFREY M. THORNE

15 Attorneys for Defendant

16 O'REILLY AUTO ENTERPRISES, LLC

17 || Dated: July 9, 2025 SMAILI & ASSOCIATES, P.C. 18 19 20) By: _/s/ Stephen D. Counts

Jihad M. Smaili, Esq. 21 Stephen D. Counts, Esq. 09 Attorney for Plaintiff,

EVERARDO ALVAREZ RIOS

23 4 IT IS SO ORDERED. ||Dated: July 14, 2025 6 Hon. Stephanie S. Christensen United States Magistrate Judge 27 28

FLETCHER &

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of 4 _____ [print or type full address], declare under penalty of 5 perjury that I have read in its entirety and understand the Stipulated Protective 6 Order that was issued by the United States District Court for the Central District 7 of California on [date] in the case of _____ [insert formal name of the 8 case and the number and initials assigned to it by the court]. I agree to 9 comply with and to be bound by all the terms of this Stipulated Protective Order 10 and I understand and acknowledge that failure to so comply could expose me to 11 sanctions and punishment in the nature of contempt. I solemnly promise that I 12 will not disclose in any manner any information or item that is subject to this 13 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 16 Court for the Central District of California for the purpose of enforcing the terms 17 of this Stipulated Protective Order, even if such enforcement proceedings occur 18 after termination of this action. I hereby appoint _____ 19 [print

or type full name] of _____ [print or type full address and 20 telephone number] as my California agent for service of process in connection 21 with this action or any proceedings related to enforcement of this Stipulated 22 Protective Order. 23 Date: _____ 24 City and State: _____ 25 Printed Name: _____ 26

Signature: _____ 27