

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

Edgar Estrada v. Nissan North America, Inc.

Estrada v. Nissan North America · No. 8:25-cv-00988-SRM-KES · Decided September 26, 2025

OPINION

1 anassih@shb.com 2 555 Mission Street, Suite 2300 SHOOK, HARDY & BACON L.L.P. 3 San Francisco, CA 94105 Tel: (415) 544-1900 | Fax: (415) 391-0281 4 JAMES FEENEY (SBN 359511) 5 jfeeney@shb.com 6 NYKEEMAH MCCLENDON (SBN 322544) nmccclendon@shb.com 7 SHOOK, HARDY & BACON L.L.P. 2121 Avenue of the Stars, Suite 1400 8 Los Angeles, CA 90067 9 Tel: (424) 285-8330 | Fax: (424) 204-9093 10 Attorneys for Defendant NISSAN NORTH AMERICA, INC. 11 12 UNITED STATES DISTRICT COURT 13 CENTRAL DISTRICT OF CALIFORNIA 14 EDGAR ESTRADA, an individual, Case No.: 8:25-cv-00988-SRM-KES 15 Plaintiff, [PROPOSED] STIPULATED 16 v. PROTECTIVE ORDER 17 NISSAN NORTH AMERICA, INC., a Delaware Corporation; and DOES 1 18 through 10, inclusive, 19 Defendants.

20 21 1. GENERAL 22 1.1 Purposes and Limitations. Discovery in this action is likely to involve 23 production of confidential, proprietary, or private information for which special 24 protection from public disclosure and from use for any purpose other than prosecuting 25 this litigation may be warranted.

Accordingly, the parties hereby stipulate to and 26 petition the Court to enter the following Stipulated Protective Order. The parties 27 acknowledge that this Order does not confer blanket protections on all disclosures or 28 responses to discovery and that the protection it affords from public disclosure and 1 use extends only to the limited information or items that are entitled to confidential 2 treatment under the applicable legal principles.

The parties further acknowledge, as 3 set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle 4 them to file confidential information under seal; Civil Local Rule 79-5 sets forth the 5 procedures that must be followed and the standards that will be applied when a party 6 seeks permission from the court to file material under seal.

7 1.2 Good Cause Statement. 8 This action is likely to involve trade secrets, customer and pricing lists and 9 other valuable research, development, commercial, financial, technical and/or 10 proprietary information for which special protection from public disclosure and from 11 use for any purpose other than prosecution of this action is warranted. Such 12 confidential and proprietary materials and information consist of, among other things, 13 confidential business or financial information, information regarding confidential 14 business practices, or other

confidential research, development, or commercial 15 information (including information implicating privacy rights of third parties), 16 information otherwise generally unavailable to the public, or which may be privileged 17 or otherwise protected from disclosure under state or federal statutes, court rules, case 18 decisions, or common law.

Accordingly, to expedite the flow of information, to 19 facilitate the prompt resolution of disputes over confidentiality of discovery materials, 20 to adequately protect information the parties are entitled to keep confidential, to 21 ensure that the parties are permitted reasonable necessary uses of such material in 22 preparation for and in the conduct of trial, to address their handling at the end of the 23 litigation, and serve the ends of justice, a protective order for such information is 24 justified in this matter.

It is the intent of the parties that information will not be 25 designated as confidential for tactical reasons and that nothing be so designated 26 without a good faith belief that it has been maintained in a confidential, non-public 27 manner, and there is good cause why it should not be part of the public record of this 28 case. 1 2 2. DEFINITIONS 3 2.1 Action: this pending federal lawsuit, Case No. 8:25-cv-00988-SRM- 4 KES.

5 2.2 Challenging Party: a Party or Non-Party that challenges the designation 6 of information or items under this Order. 7 2.3 “CONFIDENTIAL” Information or Items: information (regardless of 8 how it is generated, stored or maintained) or tangible things that qualify for protection 9 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good 10 Cause Statement.

11 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their 12 support staff). 13 2.5 Designating Party: a Party or Non-Party that designates information or 14 items that it produces in disclosures or in responses to discovery as 15 “CONFIDENTIAL.” 16 2.6 Disclosure or Discovery Material: all items or information, regardless 17 of the medium or manner in which it is generated, stored, or maintained (including, 18 among other things, testimony, transcripts, and tangible things), that are produced or 19 generated in disclosures or responses to discovery in this matter.

20 2.7 Expert: a person with specialized knowledge or experience in a matter 21 pertinent to the litigation who has been retained by a Party or its counsel to serve as 22 an expert witness or as a consultant in this Action. 23 2.8 House Counsel: attorneys who are employees of a party to this Action. 24 House Counsel does not include Outside Counsel of Record or any other outside 25 counsel.

26 2.9 Non-Party: any natural person, partnership, corporation, association, or 27 other legal entity not named as a Party to this action. 28 2.10 Outside Counsel of Record: attorneys who are not employees of a party 1 to this Action but are retained to represent or advise a party to this Action

and have 2 appeared in this Action on behalf of that party or are affiliated with a law firm that 3 has appeared on behalf of that party, including support staff.

4 2.11 Party: any party to this Action, including all of its officers, directors, 5 employees, consultants, retained experts, and Outside Counsel of Record (and their 6 support staffs). 7 2.12

Producing Party: a Party or Non-Party that produces Disclosure or 8 Discovery Material in this Action. 9 2.13 Professional Vendors: persons or entities that provide litigation support 10 services (e.g., photocopying, videotaping, translating, preparing exhibits or 11 demonstrations, and organizing, storing, or retrieving data in any form or medium) 12 and their employees and subcontractors.

13 2.14 Protected Material: any Disclosure or Discovery Material that is 14 designated as

“CONFIDENTIAL.” 15 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material 16 from a Producing Party. 17 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 27 4. DURATION 28 Once a case proceeds to trial, all of the court-filed information to be introduced 1 that was previously designated as confidential or maintained pursuant to this 2 protective order becomes public and will be presumptively available to all members 3 of the public, including the press, unless compelling reasons supported by specific 4 factual findings to proceed otherwise are made to the trial judge in advance of the 5 trial.

See *Kamakana v. City and Cty. of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 6 2006) (distinguishing “good cause” showing for sealing documents produced in 7 discovery from “compelling reasons” standard when merits-related documents are 8 part of court record).

Accordingly, the terms of this protective order do not extend 9 beyond the commencement of the trial. 10 11 5. DESIGNATING PROTECTED MATERIAL 12 5.1 Exercise of Restraint and Care in Designating Material for Protection. 13 Each Party or Non-Party that designates information or items for protection under this 14 Order must take care to limit any such designation to specific material that qualifies 15 under the appropriate standards.

The Designating Party must designate for protection 16 only those parts of material, documents, items, or oral or written communications that 17 qualify so that other portions of the material, documents, items, or communications 18 for which protection is not warranted are not swept

unjustifiably within the ambit of 19 this Order. 20 Mass, indiscriminate, or routinized designations are prohibited.

Designations 21 that are shown to be clearly unjustified or that have been made for an improper 22 purpose (e.g., to unnecessarily encumber the case development process or to impose 23 unnecessary expenses and burdens on other parties) may expose the Designating Party 24 to sanctions. 25 If it comes to a Designating Party's attention that information or items that it 26 designated for protection do not qualify for protection, that Designating Party must 27 promptly notify all other Parties that it is withdrawing the inapplicable designation.

28 5.2 Manner and Timing of Designations. Except as otherwise provided in 1 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise 2 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection 3 under this Order must be clearly so designated before the material is disclosed or 4 produced. 5 Designation in conformity with this Order requires: 6 (a) for information in documentary form (e.g., paper or electronic 7 documents, but excluding transcripts of depositions or other pretrial or trial 8 proceedings), that the Producing Party affix, at a minimum, the legend 9 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that 10 contains protected material.

If only a portion or portions of the material on a page 11 qualifies for protection, the Producing Party also must clearly identify the protected 12 portion(s) (e.g., by making appropriate markings in the margins). 13 A Party or Non-Party that makes original documents available for inspection 14 need not designate them for protection until after the inspecting Party has indicated 15 which documents it would like copied and produced.

During the inspection and 16 before the designation, all of the material made available for inspection shall be 17 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents 18 it wants copied and produced, the Producing Party must determine which documents, 19 or portions thereof, qualify for protection under this Order. Then, before producing 20 the specified documents, the Producing Party must affix the "CONFIDENTIAL 21 legend" to each page that contains Protected Material.

If only a portion or portions 22 of the material on a page qualifies for protection, the Producing Party also must clearly 23 identify the protected portion(s) (e.g., by making appropriate markings in the 24 margins). 25 (b) for testimony given in depositions that the Designating Party identify 26 the Disclosure or Discovery Material on the record, before the close of the deposition.

27 (c) for information produced in some form other than documentary and 28 for any other tangible items, that the Producing Party affix in a prominent place on 1 the exterior of the container or containers in which the information is stored the legend 2 "CONFIDENTIAL." If

only a portion or portions of the information warrants 3 protection, the Producing Party, to the extent practicable, shall identify the protected 4 portion(s).

5 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent 6 failure to designate qualified information or items does not, standing alone, waive the 7 Designating Party's right to secure protection under this Order for such material. 8 Upon timely correction of a designation, the Receiving Party must make reasonable 9 efforts to assure that the material is treated in accordance with the provisions of this 10 Order.

11 12 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS 13 6.1 Timing of Challenges. Any Party or Non-Party may challenge a 14 designation of confidentiality at any time that is consistent with the Court's 15 Scheduling Order. 16 6.2 Meet and Confer.

The Challenging Party shall initiate the dispute 17 resolution process under Local Rule 37-1, et seq. Any discovery motion must strictly 18 comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3. 19 6.3 Burden.

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

26 27 28 1 7. ACCESS TO AND USE OF PROTECTED MATERIAL 2 7.1 Basic Principles. A Receiving Party may use Protected Material that is 3 disclosed or produced by another Party or by a Non-Party in connection with this 4 Action only for prosecuting, defending, or attempting to settle this Action. Such 5 Protected Material may be disclosed only to the categories of persons and under the 6 conditions described in this Order.

When the Action has been terminated, a Receiving 7 Party must comply with the provisions of section 13 below (FINAL DISPOSITION). 8 Protected Material must be stored and maintained by a Receiving Party at a 9 location and in a secure manner that ensures that access is limited to the persons 10 authorized under this Order. 11 7.2 Disclosure of "CONFIDENTIAL" Information or Items.

Unless 12 otherwise ordered by the Court or permitted in writing by the Designating Party, a 13 Receiving Party may disclose any information or item designated 14 "CONFIDENTIAL" only to: 15 (a) the Receiving Party's Outside Counsel of Record in this Action, as 16 well as employees of said Outside Counsel of Record to whom it is reasonably 17 necessary to disclose the information for this Action; 18 (b) the officers, directors, and employees (including House Counsel) of 19 the

Receiving Party to whom disclosure is reasonably necessary for this Action; 20 (c) Experts (as defined in this Order) of the Receiving Party to whom 21 disclosure is reasonably necessary for this Action and who have signed the 22 “Acknowledgment and Agreement to Be Bound” (Exhibit A); 23 (d) the Court and its personnel; 24 (e) court reporters and their staff; 25 (f) professional jury or trial consultants, mock jurors, and Professional 26 Vendors to whom disclosure is reasonably necessary for this Action and who have 27 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); 28 1 (g) the author or recipient of a document containing the information or 2 a custodian or other person who otherwise possessed or knew the information; 3 (h) during their depositions, witnesses, and attorneys for witnesses, in 4 the Action to whom disclosure is reasonably necessary provided: (1) the deposing 5 party requests that the witness sign the form attached as Exhibit A hereto; and (2) they 6 will not be permitted to keep any confidential information unless they sign the 7 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise 8 agreed by the Designating Party or ordered by the Court.

Pages of transcribed 9 deposition testimony or exhibits to depositions that reveal Protected Material may be 10 separately bound by the court reporter and may not be disclosed to anyone except as 11 permitted under this Stipulated Protective Order; and 12 (i) any mediator or settlement officer, and their supporting personnel, 13 mutually agreed upon by any of the parties engaged in settlement discussions.

14 15 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED 16 PRODUCED IN OTHER LITIGATION 17 If a Party is served with a subpoena or a court order issued in other litigation 18 that compels disclosure of any information or items designated in this Action as 19 “CONFIDENTIAL,” that Party must: 20 (a) promptly notify in writing the Designating Party. Such notification shall 21 include a copy of the subpoena or court order; 22 (b) promptly notify in writing the party who caused the subpoena or order to 23 issue in the other litigation that some or all of the material covered by the subpoena 24 or order is subject to this Protective Order.

Such notification shall include a copy of 25 this Stipulated Protective Order; and 26 (c) cooperate with respect to all reasonable procedures sought to be pursued 27 by the Designating Party whose Protected Material may be affected. 28 1 If the Designating Party timely seeks a protective order, the Party served with 2 the subpoena or court order shall not produce any information designated in this action 3 as “CONFIDENTIAL” before a determination by the court from which the subpoena 4 or order issued, unless the Party has obtained the Designating Party’s permission.

The 5 Designating Party shall bear the burden and expense of seeking protection in that court 6 of its confidential material and nothing in these provisions should be construed as 7 authorizing or encouraging a Receiving Party in this Action to disobey a lawful 8 directive from another court. 9 10 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE 11 PRODUCED IN THIS LITIGATION 12 (a) The terms of this Order are applicable to information produced by a Non- 13

Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order.

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

(c) If the Non-Party fails to seek a protective order from this Court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court.

Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this Court of its Protected Material. 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

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

Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the 28 parties reach an agreement on the effect of disclosure of a communication or 1 information covered by the attorney-client privilege or work product protection, the 2 parties may incorporate their agreement in the stipulated protective order submitted 3 to the Court. 4 5 12. MISCELLANEOUS 6 12.1 Right to Further Relief.

Nothing in this Order abridges the right of any 7 person to seek its modification by the Court in the future. 8 12.2 Right to Assert Other Objections. By stipulating to the entry of this 9 Protective Order, no Party waives any right it otherwise would have to object to 10 disclosing or producing any information or item on any ground not addressed in this 11 Stipulated Protective Order.

Similarly, no Party waives any right to object on any 12 ground to use in evidence of any of the material covered by this Protective Order. 13 12.3 Filing Protected Material. A Party that seeks to file under seal any 14 Protected Material must comply with Civil Local Rule 79-5. Protected Material may 15 only be filed under seal pursuant to a court order authorizing the sealing of the specific 16 Protected Material at issue; good cause must be shown in the request to file under 17 seal.

If a Party's request to file Protected Material under seal is denied by the Court, 18 then the Receiving Party may file the information in the public record unless 19 otherwise instructed by the Court. 20 21 13. FINAL DISPOSITION 22 After the final disposition of this Action, within 60 days of a written request by 23 the Designating Party, each Receiving Party must return all Protected Material to the 24 Producing Party or destroy such material.

As used in this subdivision, "all Protected 25 Material" includes all copies, abstracts, compilations, summaries, and any other 26 format reproducing or capturing any of the Protected Material. Whether the Protected 27 Material is returned or destroyed, the Receiving Party must submit a written 28 certification to the Producing Party (and, if not the same person or entity, to the 1 Designating Party) by the 60 day deadline that (1) identifies (by category, where 2 appropriate) all the Protected Material that was returned or destroyed, and (2) affirms 3 that the Receiving Party has not retained any copies, abstracts, compilations, 4 summaries or any other format reproducing or capturing any of the Protected Material.

5 Notwithstanding this provision, counsel are entitled to retain an archival copy of all 6 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, 7 correspondence, deposition and trial exhibits, expert reports, attorney work product, 8 and consultant and expert work product, even if such materials contain Protected 9 Material.

Any such archival copies that contain or constitute Protected Material 10 remain subject to this Protective Order as set forth in Section 4 (DURATION). 11 12 /// 13 /// 14 /// 15 /// 16 /// 17 /// 18 /// 19 /// 20 /// 21 /// 22 /// 23 /// 24 /// 25 /// 26 /// 27 /// 28 /// 1 |} 14. VIOLATION OF ORDER 2

Any violation of this Order may be punished by any and all appropriate 3 || measures including, without limitation, contempt proceedings and/or monetary 4 || sanctions.

5 6 || ITIS SO STIPULATED, THROUGH COUNSEL OF RECORD. 7 8 || DATED: September 25, 2025 QUILL & ARROW, LLP 1 NICOLAS M. LEE 12 Attorney for Plaintiff EDGAR ESTRADA 13 14 15 16 || DATED: September 25, 2025 SHOOK, HARDY & BACON L.L.P. 17 /s/ Nykeemah McClendon 18 AMIR NASSIHI JAMES FEENEY 19 NYKEEMAH MCCLENDON 20 Attorneys for Defendant NISSAN NORTH AMERICA, INC. 22 23 54 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: September 26, 2025 Men YU, 26 HON. KAREN E. SCOTT 77 United States Magistrate Judge 28 14 [PROPOSED] STIPULATED PROTECTIVE ORDER 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 Central District of California on _____ [date] in the 8 case of Edgar Estrada v. Nissan North America, Inc., Case No. 8:25-cv-00988- 9 SRM-KES.

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 promise 12 that I 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 with 14 the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court 16 for the Central 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 Signature: _____ 28