

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

Elber Flores v. Nissan North America, Inc.

Flores v. Nissan North America · No. 2:25-cv-04518-WLH-PD · Decided July 11, 2025

OPINION

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Attorneys for Defendant NISSAN NORTH AMERICA, INC. 12 13 UNITED STATES DISTRICT
COURT 14 CENTRAL DISTRICT OF CALIFORNIA 15 16 ELBER FLORES, an individual,
Case No. 2:25-cv-04518-WLH-PD 17 Plaintiff, STIPULATED PROTECTIVE ORDER 18 vs.
(PD Version) 19 ☒ Check if submitted without material 20 NISSAN NORTH AMERICA, INC., a
modifications to PD form Delaware Corporation, and DOES 1 21 through 10, inclusive, 22
Defendants.

23 24 25 1. INTRODUCTION 26 1.1 PURPOSES AND LIMITATIONS 27 1 Discovery in this
action is likely to involve production of confidential, 2 proprietary, or private information for
which special protection from public disclosure 3 and from use for any purpose other than
prosecuting this litigation may be warranted. 4 Accordingly, the parties hereby stipulate to and
petition the Court to enter the 5 following Stipulated Protective Order.

The parties acknowledge that this Order does 6 not confer blanket protections on all disclosures or
responses to discovery and that 7 the protection it affords from public disclosure and use extends
only to the limited 8 information or items that are entitled to confidential treatment under the
applicable 9 legal principles.

The parties further acknowledge, as set forth in Section 12.3, below, 10 that this Stipulated
Protective Order does not entitle them to file confidential 11 information under seal; Civil Local
Rule 79-5 sets forth the procedures that must be 12 followed and the standards that will be applied
when a party seeks permission from 13 the court to file material under seal.

14 1.2 GOOD CAUSE STATEMENT 15 This action is likely to involve trade secrets, customer
and pricing lists and 16 other valuable research, development, commercial, financial, technical
and/or 17 proprietary information for which special protection from public disclosure and from 18
use for any purpose other than prosecution of this action is warranted. Such 19 confidential and
proprietary materials and information consist of, among other things, 20 confidential business or

financial information, information regarding confidential 21 business practices, or other confidential research, development, or commercial 22 information (including information implicating privacy rights of third parties), 23 information otherwise generally unavailable to the public, or which may be privileged 24 or otherwise protected from disclosure under state or federal statutes, court rules, case 25 decisions, or common law.

Accordingly, to expedite the flow of information, to 26 facilitate the prompt resolution of disputes over confidentiality of discovery materials, 27 to adequately protect information the parties are entitled to keep confidential, to 1 ensure that the parties are permitted reasonable necessary uses of such material in 2 preparation for and in the conduct of trial, to address their handling at the end of the 3 litigation, and serve the ends of justice, a protective order for such information is 4 justified in this matter.

It is the intent of the parties that information will not be 5 designated as confidential for tactical reasons and that nothing be so designated 6 without a good faith belief that it has been maintained in a confidential, non-public 7 manner, and there is good cause why it should not be part of the public record of this 8 case. 9 10 2. DEFINITIONS 2.1 Action: this pending federal lawsuit, Case No. 2:25-cv-04518-WLH-PD.

11 2.2 Challenging Party: a Party or Non-Party that challenges the designation 12 of information or items under this Order. 13 2.3 “CONFIDENTIAL” Information or Items: information (regardless of 14 how it is generated, stored or maintained) or tangible things that qualify for protection 15 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good 16 Cause Statement.

17 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their 18 support staff). 19 2.5 Designating Party: a Party or Non-Party that designates information or 20 items that it produces in disclosures or in responses to discovery as 21 “CONFIDENTIAL.” 22 2.6 Disclosure or Discovery Material: all items or information, regardless 23 of the medium or manner in which it is generated, stored, or maintained (including, 24 among other things, testimony, transcripts, and tangible things), that are produced or 25 generated in disclosures or responses to discovery in this matter.

26 27 1 2.7 Expert: a person with specialized knowledge or experience in a matter 2 pertinent to the litigation who has been retained by a Party or its counsel to serve as 3 an expert witness or as a consultant in this Action. 4 2.8 House Counsel: attorneys who are employees of a party to this Action. 5 House Counsel does not include Outside Counsel of Record or any other outside 6 counsel.

7 2.9 Non-Party: any natural person, partnership, corporation, association, or 8 other legal entity not named as a Party to this action. 9 2.10 Outside Counsel of Record: attorneys who are not

employees of a party 10 to this Action but are retained to represent or advise a party to this Action and have 11 appeared in this Action on behalf of that party or are affiliated with a law firm which 12 has appeared on behalf of that party, and includes support staff.

13 2.11 Party: any party to this Action, including all of its officers, directors, 14 employees, consultants, retained experts, and Outside Counsel of Record (and their 15 support staffs). 16 2.12 Producing Party: a Party or Non-Party that produces Disclosure or 17 Discovery Material in this Action. 18 2.13 Professional Vendors: persons or entities that provide litigation support 19 services (e.g., photocopying, videotaping, translating, preparing exhibits or 20 demonstrations, and organizing, storing, or retrieving data in any form or medium) 21 and their employees and subcontractors.

22 2.14 Protected Material: any Disclosure or Discovery Material that is 23 designated as “CONFIDENTIAL.” 24 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material 25 from a Producing Party. 26 27 3. SCOPE 1 The protections conferred by this Stipulation and Order cover not only 2 Protected Material (as defined above), but also (1) any information copied or extracted 3 from Protected Material; (2) all copies, excerpts, summaries, or compilations of 4 Protected Material; and (3) any testimony, conversations, or presentations by Parties 5 or their Counsel that might reveal Protected Material.

6 Any use of Protected Material at trial will be governed by the orders of the trial 7 judge. This Order does not govern the use of Protected Material at trial. 8 9 4. DURATION 10 Once a case proceeds to trial, all of the information that was designated as 11 confidential or maintained pursuant to this protective order becomes public and will 12 be presumptively available to all members of the public, including the press, unless 13 compelling reasons supported by specific factual findings to proceed otherwise are 14 made to the trial judge in advance of the trial.

See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” 16 showing for sealing documents produced in discovery from “compelling reasons” 17 standard when merits-related documents are part of court record).

Accordingly, the 18 terms of this protective order do not extend beyond the commencement of the trial. 19 20 5. DESIGNATING PROTECTED MATERIAL 21 5.1 Exercise of Restraint and Care in Designating Material for Protection. 22 Each Party or Non-Party that designates information or items for protection under this 23 Order must take care to limit any such designation to specific material that qualifies 24 under the appropriate standards.

The Designating Party must designate for protection 25 only those parts of material, documents, items, or oral or written communications that 26 qualify so that other portions of the material, documents, items, or communications 27 1 for which protection is not warranted are not swept

unjustifiably within the ambit of 2 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 impose 6 unnecessary expenses and burdens on other parties) may expose the Designating Party 7 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 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise 13 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection 14 under this Order must be clearly so designated before the material is disclosed or 15 produced. 16 Designation in conformity with this Order requires: 17 (a) for information in documentary form (e.g., paper or electronic documents, 18 but excluding transcripts of depositions or other pretrial or trial proceedings), that the 19 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter 20 "CONFIDENTIAL legend"), 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 appropriate 23 markings in the margins). 24 A Party or Non-Party that makes original documents available for 25 inspection need not designate them for protection until after the inspecting Party has 26 indicated which documents it would like copied and produced.

During the inspection 27 and before the designation, all of the material made available for inspection will be 1 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents 2 it wants copied and produced, the Producing Party must determine which documents, 3 or portions thereof, qualify for protection under this Order. Then, before producing 4 the specified documents, the Producing Party must affix the "CONFIDENTIAL 5 legend" to each page that contains Protected Material.

If only a portion or portions 6 of the material on a page qualifies for protection, the Producing Party also must clearly 7 identify the protected portion(s) (e.g., by making appropriate markings in the 8 margins). 9 (b) for testimony given in depositions that the Designating Party identify the 10 Disclosure or Discovery Material on the record, before the close of the deposition all 11 protected testimony.

12 (c) for information produced in some form other than documentary and for any 13 other tangible items, that the Producing Party affix in a prominent place on the exterior 14 of the container or containers in which the information is stored the legend 15 "CONFIDENTIAL." If

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

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

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer.

The Challenging Party will initiate the dispute resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceeding will be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions.

Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties will continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action.

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

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

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have

signed the 10 “Acknowledgment and Agreement to Be Bound” (Exhibit A); 11 (d) the Court and its personnel; 12 (e) court reporters and their staff; 13 (f) professional jury or trial consultants, mock jurors, and Professional 14 Vendors to whom disclosure is reasonably necessary for this Action and who have 15 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); 16 (g) the author or recipient of a document containing the information or a 17 custodian or other person who otherwise possessed or knew the information; 18 (h) during their depositions, witnesses, and attorneys for witnesses, in the 19 Action to whom disclosure is reasonably necessary provided: (1) the deposing party 20 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will 21 not be permitted to keep any confidential information unless they sign the 22 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise 23 agreed by the Designating Party or ordered by the court.

Pages of transcribed 24 deposition testimony or exhibits to depositions that reveal Protected Material may be 25 separately bound by the court reporter and may not be disclosed to anyone except as 26 permitted under this Stipulated Protective Order; and 27 1 (i) any mediator or settlement officer, and their supporting personnel, 2 mutually agreed upon by any of the parties engaged in settlement discussions.

3 4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN 5 OTHER LITIGATION 6 If a Party is served with a subpoena or a court order issued in other litigation 7 that compels disclosure of any information or items designated in this Action as 8 “CONFIDENTIAL,” that Party must: 9 (a) promptly notify in writing the Designating Party. Such notification will 10 include a copy of the subpoena or court order; 11 (b) promptly notify in writing the party who caused the subpoena or order 12 to issue in the other litigation that some or all of the material covered by the subpoena 13 or order is subject to this Protective Order.

Such notification will include a copy of 14 this Stipulated Protective Order; and 15 (c) cooperate with respect to all reasonable procedures sought to be pursued 16 by the Designating Party whose Protected Material may be affected. 17 If the Designating Party timely seeks a protective order, the Party served with 18 the subpoena or court order will not produce any information designated in this action 19 as “CONFIDENTIAL” before a determination by the court from which the subpoena 20 or order issued, unless the Party has obtained the Designating Party’s permission.

The 21 Designating Party will bear the burden and expense of seeking protection in that court 22 of its confidential material and nothing in these provisions should be construed as 23 authorizing or encouraging a Receiving Party in this Action to disobey a lawful 24 directive from another court. 25 26 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE 27 PRODUCED IN THIS LITIGATION 1 (a) The terms of this Order are applicable to information produced by a 2 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information 3 produced

by Non-Parties in connection with this litigation is protected by the 4 remedies and relief provided by this Order.

Nothing in these provisions should be 5 construed as prohibiting a Non-Party from seeking additional protections. 6 (b) In the event that a Party is required, by a valid discovery request, to 7 produce a Non-Party's confidential information in its possession, and the Party is 8 subject to an agreement with the Non-Party not to produce the Non-Party's 9 confidential information, then the Party will: 10 (1) promptly notify in writing the Requesting Party and the Non-Party 11 that some or all of the information requested is subject to a confidentiality agreement 12 with a Non-Party; 13 (2) promptly provide the Non-Party with a copy of the Stipulated 14 Protective Order in this Action, the relevant discovery request(s), and a reasonably 15 specific description of the information requested; and 16 (3) make the information requested available for inspection by the Non- 17 Party, if requested.

18 (c) If the Non-Party fails to seek a protective order from this court within 19 14 days of receiving the notice and accompanying information, the Receiving Party 20 may produce the Non-Party's confidential information responsive to the discovery 21 request. If the Non-Party timely seeks a protective order, the Receiving Party will not 22 produce any information in its possession or control that is subject to the 23 confidentiality agreement with the Non-Party before a determination by the court.

24 Absent a court order to the contrary, the Non-Party will bear the burden and expense 25 of seeking protection in this court of its Protected Material. 26 27 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL 1 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed 2 Protected Material to any person or in any circumstance not authorized under this 3 Stipulated Protective Order, the Receiving Party must immediately (a) notify in 4 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts 5 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or 6 persons to whom unauthorized disclosures were made of all the terms of this Order, 7 and (d) request such person or persons to execute the "Acknowledgment and 8 Agreement to Be Bound" that is attached hereto as Exhibit A. 9 10 11.

INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 11 PROTECTED MATERIAL 12 When a Producing Party gives notice to Receiving Parties that certain 13 inadvertently produced material is subject to a claim of privilege or other protection, 14 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil 15 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure 16 may be established in an e-discovery order that provides for production without prior 17 privilege review.

Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the 18 parties reach an agreement on the effect of disclosure of a communication or 19 information covered by the attorney-client

privilege or work product protection, the 20 parties may incorporate their agreement in the stipulated protective order submitted 21 to the court. 22 23 12. MISCELLANEOUS 24 12.1 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 12.2 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 disclosing or producing any information or item on any ground not addressed in this 2 Stipulated Protective Order.

Similarly, no Party waives any right to object on any 3 ground to use in evidence of any of the material covered by this Protective Order. 4 12.3 Filing Protected Material. A Party that seeks to file under seal any 5 Protected Material must comply with Civil Local Rule 79-5. Protected Material may 6 only be filed under seal pursuant to a court order authorizing the sealing of the specific 7 Protected Material at issue.

If a Party's request to file Protected Material under seal 8 is denied by the court, then the Receiving Party may file the information in the public 9 record unless otherwise instructed by the court. 10 11 13. FINAL DISPOSITION 12 After the final disposition of this Action, as defined in paragraph 4, within 60 13 days of a written request by the Designating Party, each Receiving Party must return 14 all Protected Material to the Producing Party or destroy such material.

As used in this 15 subdivision, "all Protected Material" includes all copies, abstracts, compilations, 16 summaries, and any other format reproducing or capturing any of the Protected 17 Material. Whether the Protected Material is returned or destroyed, the Receiving 18 Party must submit a written certification to the Producing Party (and, if not the same 19 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies 20 (by category, where appropriate) all the Protected Material that was returned or 21 destroyed and (2) affirms that the Receiving Party has not retained any copies, 22 abstracts, compilations, summaries or any other format reproducing or capturing any 23 of the Protected Material.

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

Any such archival copies that contain or 1 || constitute Protected Material remain subject to this Protective Order as set forth in 2 || Section 4 (DURATION). 3 4 | 14. Any willful violation of this Order may be punished by civil or criminal 5 || contempt proceedings, financial or evidentiary sanctions, reference to disciplinary 6 || authorities, or other appropriate action at the discretion of the Court.

7 8 || ITIS SO STIPULATED, THROUGH COUNSEL OF RECORD. 9 10 QUILL & ARROW
L.L.P. 11 12 || DATED: July 11, 2025 bs 3 ANDREW JUNG DANJA STOCCA 14 Attorneys for
Plaintiff 15 ELBER FLORES 16 17 SHOOK, HARDY & BACON L.L.P. 18 Lily DATED: ☐☐
July 10, 2025 LY ——— \$sTaam aa cen 20 AMIR NASSIHI BRADY O'BRYAN 21 KEITH W.
STAFFORD 22 Attorneys for Defendant 23 NISSAN NORTH AMERICA, INC. FOR GOOD
CAUSE SHOWN, IT IS SO ORDERED.

24 25 26 Police Mena DATED: July 11, 2025 Lan hoe 27 HON. PATRICIA DONAHUE 3g
United States Magistrate Judge 14 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 case of 8 _____ Elber Flores v. Nissan North
America, Inc., Case No. 2:25-cv-04518- 9 WLH-PD.

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: _____ 1 CERTIFICATE OF SERVICE 2 I am
employed in the County of Los Angeles, State of California. I am over 3 || the age of 18 and nota
party to the within action.

My business address is 2121 Avenue 4 || of the Stars, Suite 1400, Los Angeles, CA 90067 and my
email address is 5 || jtalavera@shb.com. 6 On the date below, I served on the interested parties in
said action the within: e STIPULATED PROTECTIVE ORDER 8 4 by placing a true copy thereof
in a sealed envelope(s) addressed to the parties listed below: 10 | plaintiff QUILL & ARROW,
LLP 12 ELBER FLORES Andrew Jung ajung@quillarrowlaw.com 13: Danja Stocca 14
dstocca@quillarrowlaw.com 5 e-service@quillarrowlaw.com 10880 Wilshire Blvd., Suite 1600 16

Los Angeles, CA 90024 7 K1 E-MAIL OR ELECTRONIC TRANSMISSION: I caused the documents to be sent to the person(s) at the e-mail address(es) listed [below\above].

I did 18 not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. 19 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. 22 5 Executed on July 10, 2025, at Los Angeles, California. LL sh he Jessica Talavera 26 21 28 16