

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

**Marko Mandaric, Kahlie Mandaric v. JPMorgan Chase Bank, N.A.,
dba Chase Auto Finance; Doe 1 Repossession Agency; Doe 2 Tow
Operator; and Does 3-15**

Mandaric v. JPMorgan Chase Bank · No. 8:25-cv-02321-FWS-JDE · Decided January 8, 2026

OPINION

Marko Mandaric, Kahlie Mandaric v. JPMorgan Chase Bank, N.A., dba Chase Auto Finance; Doe
1 Repossession Agency; Doe 2 Tow Operator; and Does 3-15

PER CURIAM.

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8 UNITED STATES DISTRICT COURT

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CENTRAL DISTRICT OF CALIFORNIA

10 11 MARKO MANDARIC, KAHLIE) Case No. 8:25-cv-02321-FWS-JDE

MANDARIC,)

12) Plaintiffs,) STIPULATED PROTECTIVE

13 ORDER

) v. 14)

JPMORGAN CHASE BANK, N.A., dba)

15

CHASE AUTO FINANCE; DOE 1)

16 REPOSSESSION AGENCY; DOE 2)

TOW OPERATOR; and DOES 3-15,) 17) Defendants.) 18 19 20 21 22 23 24 25 26 27 28 1

Based on the Parties' Stipulation (Dkt. 25) and for good cause shown, the 2 Court finds and orders
as follows.

3 1. PURPOSES AND LIMITATIONS

4 Discovery in this action is likely to involve production of confidential, 5 proprietary or private
information for which special protection from public disclosure 6 and from use for any purpose
other than pursuing this litigation may be warranted. 7 Accordingly, the parties hereby stipulate to
and petition the Court to enter the 8 following Stipulated Protective Order. The parties
acknowledge that this Order does 9 not confer blanket protections on all disclosures or responses
to discovery and that 10 the protection it affords from public disclosure and use extends only to
the limited 11 information or items that are entitled to confidential treatment under the applicable
12 legal principles.

13 2. GOOD CAUSE STATEMENT

14 This action is likely to involve trade secrets, customer, banking, credit and 15 other valuable research, development, commercial, financial, technical and/or 16 proprietary information for which special protection from public disclosure and from 17 use for any purpose other than prosecution of this action is warranted. Such 18 confidential and proprietary materials and information consist of, among other 19 things, confidential business or financial information, information regarding 20 confidential business practices, or other confidential research, development, or 21 commercial information (including information implicating privacy rights of third 22 parties), information otherwise generally unavailable to the public, or which may be 23 privileged or otherwise protected from disclosure under state or federal statutes, 24 court rules, case decisions, or common law. Accordingly, to expedite the flow of 25 information, to facilitate the prompt resolution of disputes over confidentiality of 26 discovery materials, to adequately protect information the parties are entitled to keep 27 confidential, to ensure that the parties are permitted reasonable necessary uses of 28 such material in preparation for and in the conduct of trial, to address their handling 1 at the end of the litigation, and serve the ends of justice, a protective order for such 2 information is justified in this matter. It is the intent of the parties that information 3 will not be designated as confidential for tactical reasons and that nothing be so 4 designated without a good faith belief that it has been maintained in a confidential, 5 non-public manner, and there is good cause why it should not be part of the public 6 record of this case.

7 3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

8 The parties further acknowledge, as set forth in Section 14.3, below, that this 9 Stipulated Protective Order does not entitle them to file confidential information 10 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and 11 the standards that will be applied when a party seeks permission from the court to file 12 material under seal. There is a strong presumption that the public has a right of 13 access to judicial proceedings and records in civil cases. In connection with non- 14 dispositive motions, good cause must be shown to support a filing under seal. See 15 *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), 16 *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-* 17 *Welbon v. Sony Electronics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even 18 stipulated protective orders require good cause showing), and a specific showing of 19 good cause or compelling reasons with proper evidentiary support and legal 20 justification, must be made with respect to Protected Material that a party seeks to 21 file under seal. The parties' mere designation of Disclosure or Discovery Material as 22 CONFIDENTIAL does not— without the submission of competent evidence by 23 declaration, establishing that the material sought to be filed under seal qualifies as 24 confidential, privileged, or otherwise protectable—constitute good cause. 25 Further, if a party requests sealing related to a dispositive motion or trial, then 26 compelling reasons, not only good cause, for the sealing must be shown, and the 27 relief sought shall be narrowly tailored to serve the specific interest to be protected. 28 See *Pintos v. Pacific Creditors*

Ass’n., 605 F.3d 665, 677-79 (9th Cir. 2010). For 1 each item or type of information, document, or thing sought to be filed or introduced 2 under seal, the party seeking protection must articulate compelling reasons, 3 supported by specific facts and legal justification, for the requested sealing order. 4 Again, competent evidence supporting the application to file documents under seal 5 must be provided by declaration. 6 Any document that is not confidential, privileged, or otherwise protectable in 7 its entirety will not be filed under seal if the confidential portions can be redacted. If 8 documents can be redacted, then a redacted version for public viewing, omitting only 9 the confidential, privileged, or otherwise protectable portions of the document, shall 10 be filed. Any application that seeks to file documents under seal in their entirety 11 should include an explanation of why redaction is not feasible.

12 4. DEFINITIONS

13 4.1 Action: Marko Mandaric v. JPMorgan Chase Bank, et al., U.S. District 14 Court of California – Central District, Case No. 8-25-cv-02321-FWS-JDE. 15 4.2 Challenging Party: a Party or Non-Party that challenges the designation 16 of information or items under this Order. 17 4.3 “CONFIDENTIAL” Information or Items: information (regardless of 18 how it is generated, stored or maintained) or tangible things that qualify for 19 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the 20 Good Cause Statement. 21 4.4 Counsel: Outside Counsel of Record and House Counsel (as well as 22 their support staff). 23 4.5 Designating Party: a Party or Non-Party that designates information or 24 items that it produces in disclosures or in responses to discovery as

25 “CONFIDENTIAL.”

26 4.6 Disclosure or Discovery Material: all items or information, regardless of 27 the medium or manner in which it is generated, stored, or maintained (including, 28 1 among other things, testimony, transcripts, and tangible things), that are produced or 2 generated in disclosures or responses to discovery. 3 4.7 Expert: a person with specialized knowledge or experience in a matter 4 pertinent to the litigation who has been retained by a Party or its counsel to serve as 5 an expert witness or as a consultant in this Action. 6 4.8 House Counsel: attorneys who are employees of a party to this Action. 7 House Counsel does not include Outside Counsel of Record or any other outside 8 counsel. 9 4.9 Non-Party: any natural person, partnership, corporation, association or 10 other legal entity not named as a Party to this action. 11 4.10 Outside Counsel of Record: attorneys who are not employees of a party 12 to this Action but are retained to represent a party to this Action and have appeared 13 in this Action on behalf of that party or are affiliated with a law firm that has 14 appeared on behalf of that party, and includes support staff. 15 4.11 Party: any party to this Action, including all of its officers, directors, 16 employees, consultants, retained experts, and Outside Counsel of Record (and their 17 support staff). 18 4.12 Producing Party: a Party or Non-Party that produces Disclosure or 19 Discovery Material in this Action. 20 4.13 Professional Vendors: persons or entities that provide litigation support 21 services (e.g., photocopying, videotaping, translating, preparing exhibits or 22 demonstrations, and organizing,

storing, or retrieving data in any form or medium) 23 and their employees and subcontractors. 24
4.14 Protected Material: any Disclosure or Discovery Material that is 25 designated as
“CONFIDENTIAL.” 26 4.15 Receiving Party: a Party that receives Disclosure or Discovery
Material 27 from a Producing Party. 28

1 5. SCOPE

2 The protections conferred by this Stipulation and Order cover not only 3 Protected Material (as
defined above), but also (1) any information copied or 4 extracted from Protected Material; (2) all
copies, excerpts, summaries, or 5 compilations of Protected Material; and (3) any testimony,
conversations, or 6 presentations by Parties or their Counsel that might reveal Protected Material.
7 Any use of Protected Material at trial shall be governed by the orders of the 8 trial judge and
other applicable authorities. This Order does not govern the use of 9 Protected Material at trial.

10 6. DURATION

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

20 7. DESIGNATING PROTECTED MATERIAL

21 7.1 Exercise of Restraint and Care in Designating Material for Protection. 22 Each Party or
Non-Party that designates information or items for protection under 23 this Order must take care
to limit any such designation to specific material that 24 qualifies under the appropriate standards.
The Designating Party must designate for 25 protection only those parts of material, documents,
items or oral or written 26 communications that qualify so that other portions of the material,
documents, items 27 or communications for which protection is not warranted are not swept
unjustifiably 28 within the ambit of this Order. 1 Mass, indiscriminate or routinized designations
are prohibited. Designations 2 that are shown to be clearly unjustified or that have been made for
an improper 3 purpose (e.g., to unnecessarily encumber the case development process or to
impose 4 unnecessary expenses and burdens on other parties) may expose the Designating 5 Party
to sanctions. 6 If it comes to a Designating Party’s attention that information or items that it 7
designated for protection do not qualify for protection, that Designating Party must 8 promptly
notify all other Parties that it is withdrawing the inapplicable designation. 9 7.2 Manner and
Timing of Designations. Except as otherwise provided in 10 this Order, or as otherwise stipulated
or ordered, Disclosure of Discovery Material 11 that qualifies for protection under this Order must
be clearly so designated before the 12 material is disclosed or produced. 13 Designation in

conformity with this Order requires: 14 (a) for information in documentary form (e.g., paper or electronic 15 documents, but excluding transcripts of depositions or other pretrial or trial 16 proceedings), that the Producing Party affix at a minimum, the legend 17 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that 18 contains protected material. If only a portion of the material on a page qualifies for 19 protection, the Producing Party also must clearly identify the protected portion(s) 20 (e.g., by making appropriate markings in the margins). 21 A Party or Non-Party that makes original documents available for inspection 22 need not designate them for protection until after the inspecting Party has indicated 23 which documents it would like copied and produced. During the inspection and 24 before the designation, all of the material made available for inspection shall be 25 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents 26 it wants copied and produced, the Producing Party must determine which documents, 27 or portions thereof, qualify for protection under this Order. Then, before producing 28 the specified documents, the Producing Party must affix the “CONFIDENTIAL 1 legend” to each page that contains Protected Material. If only a portion of the 2 material on a page qualifies for protection, the Producing Party also must clearly 3 identify the protected portion(s) (e.g., by making appropriate markings in the 4 margins). 5 (b) for testimony given in depositions that the Designating Party 6 identifies the Disclosure or Discovery Material on the record, before the close of the 7 deposition all protected testimony. 8 (c) for information produced in some form other than documentary 9 and for any other tangible items, that the Producing Party affix in a prominent place 10 on the exterior of the container or containers in which the information is stored the 11 legend “CONFIDENTIAL.” If only a portion or portions of the information warrants 12 protection, the Producing Party, to the extent practicable, shall identify the protected 13 portion(s). 14 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent 15 failure to designate qualified information or items does not, standing alone, waive the 16 Designating Party’s right to secure protection under this Order for such material. 17 Upon timely correction of a designation, the Receiving Party must make reasonable 18 efforts to assure that the material is treated in accordance with the provisions of this 19 Order.

20 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 8.1 Timing of Challenges. Any Party or Non-Party may challenge a 22 designation of confidentiality at any time that is consistent with the Court’s 23 Scheduling Order. 24 8.2 Meet and Confer. The Challenging Party shall initiate the dispute 25 resolution process under Local Rule 37-1 et seq. 26 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a 27 joint stipulation pursuant to Local Rule 37-2. 28 1 8.4 The burden of persuasion in any such challenge proceeding shall be on 2 the Designating Party. Frivolous challenges, and those made for an improper purpose 3 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may 4 expose the Challenging Party to sanctions. Unless the Designating Party has waived 5 or withdrawn the confidentiality designation, all parties shall continue to afford the 6

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.

9. ACCESS TO AND USE OF PROTECTED MATERIAL

9.1 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 15 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.

9.2 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 "Acknowledgment and Agreement to Be Bound" (Exhibit A); (d) the court and its personnel; (e) court reporters and their staff; (f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A); (g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information; (h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and (i) any mediators or settlement officers and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

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

Party must: 28 1 (a) promptly notify in writing the Designating Party. Such 2 notification shall include a copy of the subpoena or court order; 3 (b) promptly notify in writing the party who caused the subpoena or 4 order to issue in the other litigation that some or all of the material covered by the 5 subpoena or order is subject to this Protective Order. Such notification shall include a 6 copy of this Stipulated Protective Order; and 7 (c) cooperate with respect to all reasonable procedures sought to be 8 pursued by the Designating Party whose Protected Material may be affected. If the 9 Designating Party timely seeks a protective order, the Party served with the subpoena 10 or court order shall not produce any information designated in this action as 11 “CONFIDENTIAL” before a determination by the court from which the subpoena or 12 order issued, unless the Party has obtained the Designating Party’s permission. The 13 Designating Party shall bear the burden and expense of seeking protection in that 14 court of its confidential material and nothing in these provisions should be construed 15 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful 16 directive from another court.

17 11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
18 PRODUCED IN THIS LITIGATION

19 (a) The terms of this Order are applicable to information produced by 20 a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information 21 produced by Non-Parties in connection with this litigation is protected by the 22 remedies and relief provided by this Order. Nothing in these provisions should be 23 construed as prohibiting a Non-Party from seeking additional protections. 24 (b) In the event that a Party is required, by a valid discovery request, 25 to produce a Non-Party’s confidential information in its possession, and the Party is 26 subject to an agreement with the Non-Party not to produce the Non-Party’s 27 confidential information, then the Party shall: 28 1 (1) promptly notify in writing the Requesting Party and the 2 Non-Party that some or all of the information requested is subject to a confidentiality 3 agreement with a Non-Party; 4 (2) promptly provide the Non-Party with a copy of the 5 Stipulated Protective Order in this Action, the relevant discovery request(s), and a 6 reasonably specific description of the information requested; and 7 (3) make the information requested available for inspection by 8 the Non-Party, if requested. 9 (c) If the Non-Party fails to seek a protective order from this court 10 within 14 days of receiving the notice and accompanying information, the Receiving 11 Party may produce the Non-Party’s confidential information responsive to the 12 discovery request. If the Non-Party timely seeks a protective order, the Receiving 13 Party shall not produce any information in its possession or control that is subject to 14 the confidentiality agreement with the Non-Party before a determination by the court. 15 Absent a court order to the contrary, the Non-Party shall bear the burden and expense 16 of seeking protection in this court of its Protected Material.

17 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed 19 Protected Material to any person or in any circumstance not authorized under this 20 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” attached hereto as Exhibit A.

13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE

2 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 parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

14. MISCELLANEOUS

14.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future. 14.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order. 14.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Local Civil Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material. If a Party’s request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

15. FINAL DISPOSITION

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

|| abstracts, compilations, summaries or any other format reproducing or capturing any 13 || of the Protected Material. Notwithstanding this provision, Counsel are entitled to 14 || retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing 15 || transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert 16 reports, attorney work product, and consultant and expert work product, even if such 17 || materials contain Protected Material. Any such archival copies that contain or 18 || constitute Protected Material remain subject to this Protective Order as set forth in 19 || Section 6 (DURATION).

20 |16. VIOLATION

21 Any violation of this Order may be punished by appropriate measures 22 ||including, without limitation, contempt proceedings and/or monetary sanctions. 23 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED. 24 sf de 25 || DATED: January 8, 2026 Lhe

D. EARLY

26 nited States Magistrate Jidge 27 28

1 EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

2 I, _____[print or type full name], of 3
_____[print or type full address], declare under penalty of 4 perjury that I have read in its entirety and understand the Stipulated Protective Order 5 that was issued by the United States District Court for the Central District of 6 California on _____in the case of Marko Mandaric v. JPMorgan 7 Chase Bank, N.A., Case No. 8-25-cv-02321-FWS-JDE. I agree to comply and to be 8 9 bound by all the terms of this Stipulated Protective Order and I understand and 10 acknowledge that failure to so comply could expose me to sanctions and punishment 11 in the nature of contempt. I solemnly promise that I will not disclose in any manner 12 any information or item that is subject to this Stipulated Protective Order to any 13 person or entity except in strict compliance with the provisions of this Order. 14 I further agree to submit to the jurisdiction of the United States District Court 15 for the Central District of California for the purpose of enforcing the terms of this 16 Stipulated Protective Order, even if such enforcement proceedings occur after 17 termination of this action. I hereby appoint _____[print or type 18 full name] of _____[print or type full address and 19 telephone number] as my California agent for service of process in connection with 20 this action or any proceedings related to enforcement of this Stipulated Protective 21 Order. 22 23 Date: _____ 24 City and State where sworn and signed: _____ 25 Printed Name:

_____ 26 Signature:

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