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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

ALEX KRUGLYAK; and KIRAN RIVKIN
Plaintiffs,
v.
EQUIFAX INFORMATION SERVICES, LLC;
and DOES 1 through 10, inclusive,
Defendants.

Case No.: 22cv391-H(BLM)

**ORDER GRANTING JOINT MOTION
FOR PROTECTIVE ORDER WITH
MODIFICATION**

[ECF No. 12]

On August 8, 2022, the parties filed a joint motion requesting that the Court enter the parties' stipulated Protective Order. ECF No. 12. The Court has considered the proposed stipulated Protective Order [see Attachment A] and, good cause shown, the joint motion is **GRANTED** with the following modifications:

Paragraph 11 should read: "11. Before any materials produced in discovery, answers to interrogatories, responses to requests for admissions, deposition transcripts, or other documents which are designated as Protected Material are filed with the Court for any purpose, the party seeking to file such material must seek permission of the Court to file the material under seal. No document may be filed under seal, i.e., closed to inspection by the public except pursuant to a Court order that authorizes the sealing of the particular document, or portions of it. A sealing order may issue only upon a showing that the information is privileged or protectable

1 under the law. The request must be narrowly tailored to seek sealing only of the confidential
2 or privileged material. To file a document under seal, the Parties must comply with the
3 procedures explained in Section 2.j of the Electronic Case Filing Administrative Policies and
4 Procedures Manual for the United States District Court for the Southern District of California and
5 Civil Local Rule 79.2. In addition, in accordance with Judge Major's preferences, a party must
6 file a 'public' version of any document that it seeks to file under seal. In the public version, the
7 party may redact only that information that is deemed Protected Material. The party should file
8 the redacted document(s) simultaneously with a joint motion or an *ex parte* application
9 requesting that the confidential portions of the document(s) be filed under seal and setting forth
10 good cause for the request."

11 Paragraph 12 should read: "12. At any stage of these proceedings, any party may object
12 to a designation of the materials as confidential information. The party objecting to
13 confidentiality must notify, in writing, counsel for the designating party of the objected-to
14 materials and the grounds for the objection. The Parties shall attempt to resolve each challenge
15 in good faith on an informal basis in accordance with Civil Local Rule 26.1. If the dispute is not
16 resolved consensually between the parties within seven (7) days of receipt of a notice of
17 objections, the objecting party may move the Court for a ruling on the objection in accordance
18 with the Parties must comply with Judge Major's Chambers Rules¹. The materials at issue must
19 be treated as confidential information, as designated by the designated party, until the court
20 has rules on the objection, or the matter has been otherwise resolved."

21 **IT IS SO ORDERED.**

22 Dated: 8/12/2022

23 
24 Hon. Barbara L. Major
25 United States Magistrate Judge

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28 ¹ See Honorable Barbara Lynn Major U.S. Magistrate Judge, Chambers Rules-Civil Cases §
V(A)-(F).

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ATTACHMENT A

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7 UNITED STATES DISTRICT COURT
8 SOUTHERN DISTRICT OF CALIFORNIA
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10 ALEX KRUGLYAK; and KIRA RIVKIN

Case No.: 3:22-cv-00391-H-BLM

11 Plaintiffs,

**[PROPOSED] PROTECTIVE
ORDER**

12 v.

13 EQUIFAX INFORMATION SERVICES,
14 LLC; and DOES 1 through 10, inclusive,

Defendants.
15

16 The Court recognizes that at least some of the documents and information
17 ("materials") being sought through discovery in the above-captioned action are, for
18 personal private reasons, competitive reasons, normally kept confidential by the parties.
19 The parties have agreed to be bound by the terms of this Protective Order ("Order") in this
20 action.

21 The materials to be exchanged throughout the course of the litigation between the
22 parties may contain personal private information, trade secret or other confidential
23 research, technical, cost, price, marketing or other commercial information, as is
24 contemplated by Federal Rule of Civil Procedure 26(c)(1)(G). The purpose of this Order
25 is to protect the confidentiality of such materials as much as practical during the litigation.

26 THEREFORE:

27 DEFINITIONS
28

1 1. The term "confidential information" will mean and include information
2 contained or disclosed in any materials, including documents, portions of documents,
3 answers to interrogatories, responses to requests for admissions, trial testimony, deposition
4 testimony, and transcripts of trial testimony and depositions, including data, summaries,
5 and compilations derived therefrom that is deemed to be confidential information by any
6 party to which it belongs.

7 2. The term "materials" will include, but is not be limited to: documents;
8 correspondence; memoranda; bulletins; blueprints; specifications; customer lists or other
9 material that identify customers or potential customers; price lists or schedules or other
10 matter identifying pricing; minutes; telegrams; letters; statements; cancelled checks;
11 contracts; invoices; drafts; books of account; worksheets; notes of conversations; desk
12 diaries; appointment books; expense accounts; recordings; photographs; motion pictures;
13 compilations from which information can be obtained and translated into reasonably usable
14 form through detection devices; sketches; drawings; notes (including laboratory notebooks
15 and records); reports; instructions; disclosures; other writings; models and prototypes and
16 other physical objects.

17 3. The term "counsel" will mean outside counsel of record, and other attorneys,
18 paralegals, secretaries, and other support staff employed in the law firms identified below:
19 Golden & Cardona-Loya, LLP, Seyfarth Shaw LLP "Counsel" also in-house attorneys for
20 Equifax Information Services, LLC.

21 GENERAL RULES

22 4. Each party to this litigation that produces or discloses any materials, answers
23 to interrogatories, responses to requests for admission, trial testimony, deposition
24 testimony, and transcripts of trial testimony and depositions, or information that the
25 producing party believes should be subject to this Protective Order may designate the same
26 as "CONFIDENTIAL"

27
28 a. Designation as "CONFIDENTIAL": Any party may designate information as

1 "CONFIDENTIAL" only if, in the good faith belief of such party and its counsel, the
2 unrestricted disclosure of such information could be potentially prejudicial to the business
3 or operations of such party.

4 5. In the event the producing party elects to produce materials for inspection, no
5 marking need be made by the producing party in advance of the initial inspection.
6 Thereafter, upon selection of specified materials for copying by the inspecting party, the
7 producing party must, within a reasonable time prior to producing those materials to the
8 inspecting party, mark the copies of those materials that contain confidential information
9 with the appropriate confidentiality marking.

10 6. Whenever a deposition taken on behalf of any party involves a disclosure of
11 confidential information of any party:

12 a. the deposition or portions of the deposition must be designated as
13 containing confidential information subject to the provisions of this
14 Order; such designation must be made on the record whenever possible,
15 but a party may designate portions of depositions as containing
16 confidential information after transcription of the proceedings; [A]
17 party will have until fourteen (14) days after receipt of the deposition
18 transcript to inform the other party or parties to the action of the
19 portions of the transcript to be designated "CONFIDENTIAL"

20 b. the disclosing party will have the right to exclude from attendance at
21 the deposition, during such time as the confidential information is to be
22 disclosed, any person other than the deponent, counsel (including their
23 staff and associates), the court reporter, and the person(s) agreed upon
24 pursuant to paragraph 8 below; and

25 c. the originals of the deposition transcripts and all copies of the
26 deposition must bear the legend "CONFIDENTIAL" as appropriate,
27 and the original or any copy ultimately presented to a court for filing
28 must not be filed unless it can be accomplished under seal, identified as

1 being subject to this Order, and protected from being opened except by
2 order of this Court.

3 7. All confidential information designated as "CONFIDENTIAL" must not be
4 disclosed by the receiving party to anyone other than those persons designated within this
5 order and must be handled in the manner set forth below and, in any event, must not be
6 used for any purpose other than in connection with this litigation, unless and until such
7 designation is removed either by agreement of the parties, or by order of the Court.

8 8. Information designated "confidential" must be viewed only by counsel (as
9 defined in paragraph 3) of the receiving party, by independent experts (pursuant to the
10 terms of paragraph 8), by court personnel, the jury, and by the additional individuals listed
11 below, provided each such individual has read this Order in advance of disclosure and has
12 agreed in writing to be bound by its terms:

- 13 a) Executives who are required to participate in policy decisions with
14 reference to this action;
- 15 b) Technical personnel of the parties with whom Counsel for the parties
16 find it necessary to consult, in the discretion of such counsel, in
17 preparation for trial of this action; and
- 18 c) Stenographic and clerical employees associated with the individuals
19 identified above.

20 9. With respect to material designated "CONFIDENTIAL" any person indicated
21 on the face of the document to be its originator, author or a recipient of a copy of the
22 document, may be shown the same.

23 10. All information which has been designated as "CONFIDENTIAL" by the
24 producing or disclosing party, and any and all reproductions of that information, must be
25 retained in the custody of the counsel for the receiving party identified in paragraph 3,
26 except that independent experts authorized to view such information under the terms of
27 this Order may retain custody of copies such as are necessary for their participation in this
28 litigation.

1 11. Before any materials produced in discovery, answers to interrogatories,
2 responses to requests for admissions, deposition transcripts, or other documents which are
3 designated as confidential information are filed with the Court for any purpose, the party
4 seeking to file such material must seek permission of the Court to file the material under
5 seal.

6 12. At any stage of these proceedings, any party may object to a designation of
7 the materials as confidential information. The party objecting to confidentiality must
8 notify, in writing, counsel for the designating party of the objected-to materials and the
9 grounds for the objection. If the dispute is not resolved consensually between the parties
10 within seven (7) days of receipt of such a notice of objections, the objecting party may
11 move the Court for a ruling on the objection. The materials at issue must be treated as
12 confidential information, as designated by the designating party, until the Court has ruled
13 on the objection or the matter has been otherwise resolved.

14 13. All confidential information must be held in confidence by those inspecting
15 or receiving it, and must be used only for purposes of this action. Counsel for each party,
16 and each person receiving confidential information must take reasonable precautions to
17 prevent the unauthorized or inadvertent disclosure of such information. If confidential
18 information is disclosed to any person other than a person authorized by this Order, the
19 party responsible for the unauthorized disclosure must immediately bring all pertinent facts
20 relating to the unauthorized disclosure to the attention of the other parties and, without
21 prejudice to any rights and remedies of the other parties, make every effort to prevent
22 further disclosure by the party and by the person(s) receiving the unauthorized disclosure.

23 14. No party will be responsible to another party for disclosure of confidential
24 information under this Order if the information in question is not labeled or otherwise
25 identified as such in accordance with this Order.

26 15. If a party, through inadvertence, produces any confidential information
27 without labeling or marking or otherwise designating it as such in accordance with this
28 Order, the designating party may give written notice to the receiving party that the

1 document or thing produced is deemed confidential information, and that the document or
2 thing produced should be treated as such in accordance with that designation under this
3 Order. The receiving party must treat the materials as confidential, once the designating
4 party so notifies the receiving party. If the receiving party has disclosed the materials before
5 receiving the designation, the receiving party must notify the designating party in writing
6 of each such disclosure. Counsel for the parties will agree on a mutually acceptable manner
7 of labeling or marking the inadvertently produced materials as "CONFIDENTIAL".

8 16. Nothing within this order will prejudice the right of any party to object to the
9 production of any discovery material on the grounds that the material is protected as
10 privileged or as attorney work product.

11 17. Nothing in this Order will bar counsel from rendering advice to their clients
12 with respect to this litigation and, in the course thereof, relying upon any information
13 designated as confidential information, provided that the contents of the information must
14 not be disclosed.

15 18. This Order will be without prejudice to the right of any party to oppose
16 production of any information for lack of relevance or any other ground other than the mere
17 presence of confidential information. The existence of this Order must not be used by either
18 party as a basis for discovery that is otherwise improper under the Federal Rules of Civil
19 Procedure.

20 19. Nothing within this order will be construed to prevent disclosure of
21 confidential information if such disclosure is required by law or by order of the Court.

22 20. Upon final termination of this action, including any and all appeals, counsel
23 for each party must, upon request of the producing party, return all confidential information
24 to the party that produced the information, including any copies, excerpts, and summaries
25 of that information, or must destroy same at the option of the receiving party, and must
26 purge all such information from all machine-readable media on which it resides.
27 Notwithstanding the foregoing, counsel for each party may retain all pleadings, briefs,
28 memoranda, motions, and other documents filed with the Court that refer to or incorporate

1 confidential information, and will continue to be bound by this Order with respect to all
2 such retained information. Further, attorney work product materials that contain
3 confidential information need not be destroyed, but, if they are not destroyed, the person
4 in possession of the attorney work product will continue to be bound by this Order with
5 respect to all such retained information.

6 21. The restrictions and obligations set forth within this order will not apply to
7 any information that: (a) the parties agree should not be designated confidential
8 information; (b) the parties agree, or the Court rules, is already public knowledge; (c) the
9 parties agree, or the Court rules, has become public knowledge other than as a result of
10 disclosure by the receiving party, its employees, or its agents in violation of this Order; or
11 (d) has come or will come into the receiving party's legitimate knowledge independently
12 of the production by the designating party. Prior knowledge must be established by pre-
13 production documentation.

14 22. The restrictions and obligations within this order will not be deemed to
15 prohibit discussions of any confidential information with anyone if that person already has
16 or obtains legitimate possession of that information.

17 23. Transmission by email or some other currently utilized method of
18 transmission is acceptable for all notification purposes within this Order.

19 24. This Order may be modified by agreement of the parties, subject to approval
20 by the Court.

21 25. The Court may modify the terms and conditions of this Order for good cause,
22 or in the interest of justice, or on its own order at any time in these proceedings. The parties
23 prefer that the Court provide them with notice of the Court's intent to modify the Order and
24 the content of those modifications, prior to entry of such an order.

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1 Respectfully submitted,

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3 DATED: August 8, 2022

GOLDEN & CARDONA-LOYA, LLP

BY: /s/ JEREMY GOLDEN

JEREMY GOLDEN, ESQ.

ATTORNEYS FOR PLAINTIFF

Seyfarth Shaw LLP

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6 DATED: August 8, 2022

BY: /s/ JENNIFER R. BROOKS

JENNIFER BROOKS, ESQ.

ATTORNEY FOR DEFENDANT,

EQUIFAX INFORMATION SERVICES, LLC

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11 IT IS SO ORDERED this _____ day of _____, 2022.

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15 Judge, United States District Court
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