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6 Attorneys for Defendant
EXPERIAN INFORMATION
7 SOLUTIONS, INC.

8 UNITED STATES DISTRICT COURT
9 SOUTHERN DISTRICT OF CALIFORNIA

10 EMELY VILLAVICENCIO,
11
12 Plaintiff,

13 v.

14 EXPERIAN INFORMATION
15 SOLUTIONS, INC., TRANS UNION,
16 LLC, MISSION FEDERAL SERVICES,
17 LLC

18 Defendants.

Case No. 3:22-cv-00811-JO-DEB

PROTECTIVE ORDER

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

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

2 I. DEFINITIONS

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

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

19 3. The term “counsel” will mean outside counsel of record, and other
20 attorneys, paralegals, secretaries, and other support staff employed in the law firms
21 identified below: Jones Day, Loker Law APC, and Barthel & Barthel, APC.
22 “Counsel” also includes in-house attorneys for Defendant, Experian.

23 II. GENERAL RULES

24 4. Each party to this litigation that produces or discloses any materials,
25 answers to interrogatories, responses to requests for admission, trial testimony,
26 deposition testimony, and transcripts of trial testimony and depositions, or
27 information that the producing party believes should be subject to this Protective
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1 Order may designate the same as “CONFIDENTIAL” or “CONFIDENTIAL - FOR
2 COUNSEL ONLY.”

3 a. Designation as “CONFIDENTIAL”: Any party may designate
4 information as “CONFIDENTIAL” only if, in the good faith belief of such party and
5 its counsel, the unrestricted disclosure of such information could be potentially
6 prejudicial to the business or operations of such party.

7 b. Designation as “CONFIDENTIAL - FOR COUNSEL ONLY”: Any
8 party may designate information as “CONFIDENTIAL - FOR COUNSEL ONLY”
9 only if, in the good faith belief of such party and its counsel, the information is among
10 that considered to be most sensitive by the party, including but not limited to trade
11 secret or other confidential research, development, financial or other commercial
12 information.

13 5. In the event the producing party elects to produce materials for
14 inspection, no marking need be made by the producing party in advance of the initial
15 inspection. For purposes of the initial inspection, all materials produced will be
16 considered as “CONFIDENTIAL - FOR COUNSEL ONLY,” and must be treated as
17 such pursuant to the terms of this Order. Thereafter, upon selection of specified
18 materials for copying by the inspecting party, the producing party must, within a
19 reasonable time prior to producing those materials to the inspecting party, mark the
20 copies of those materials that contain confidential information with the appropriate
21 confidentiality marking.

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

24 a. the deposition or portions of the deposition must be designated as
25 containing confidential information subject to the provisions of
26 this Order; such designation must be made on the record
27 whenever possible, but a party may designate portions of
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1 depositions as containing confidential information after
2 transcription of the proceedings; [A] party will have until
3 fourteen (14) days after receipt of the deposition transcript to
4 inform the other party or parties to the action of the portions of
5 the transcript to be designated “CONFIDENTIAL” or
6 “CONFIDENTIAL - FOR COUNSEL ONLY.”

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

12 c. the originals of the deposition transcripts and all copies of the
13 deposition must bear the legend “CONFIDENTIAL” or
14 “CONFIDENTIAL - FOR COUNSEL ONLY,” as appropriate,
15 and the original or any copy ultimately presented to a court for
16 filing must not be filed unless it can be accomplished under seal,
17 identified as being subject to this Order, and protected from being
18 opened except by order of this Court.

19 7. All confidential information designated as “CONFIDENTIAL” or
20 “CONFIDENTIAL FOR COUNSEL ONLY” must not be disclosed by the receiving
21 party to anyone other than those persons designated within this order and must be
22 handled in the manner set forth below and, in any event, must not be used for any
23 purpose other than in connection with this litigation, unless and until such designation
24 is removed either by agreement of the parties, or by order of the Court.

25 8. Information designated “CONFIDENTIAL - FOR COUNSEL ONLY”
26 must be viewed only by counsel (as defined in paragraph 3) of the receiving party,
27 and by independent experts under the conditions set forth in this Paragraph. The right
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1 of any independent expert to receive any confidential information will be subject to
2 the advance approval of such expert by the producing party or by permission of the
3 Court. The party seeking approval of an independent expert must provide the
4 producing party with the name and curriculum vitae of the proposed independent
5 expert, and an executed copy of the form attached hereto as Exhibit A, in advance of
6 providing any confidential information of the producing party to the expert. Any
7 objection by the producing party to an independent expert receiving confidential
8 information must be made in writing within fourteen (14) days following receipt of
9 the identification of the proposed expert. Confidential information may be disclosed
10 to an independent expert if the fourteen (14) day period has passed and no objection
11 has been made. The approval of independent experts must not be unreasonably
12 withheld.

13 9. Information designated “confidential” must be viewed only by counsel
14 (as defined in paragraph 3) of the receiving party, by independent experts (pursuant
15 to the terms of paragraph 8), the parties, and by court personnel, provided each such
16 individual has read this Order in advance of disclosure and has agreed in the attached
17 Exhibit to be bound by its terms.

18 10. With respect to material designated “CONFIDENTIAL” or
19 “CONFIDENTIAL – FOR COUNSEL ONLY,” any person indicated on the face of
20 the document to be its originator, author or a recipient of a copy of the document,
21 may be shown the same.

22 11. All information which has been designated as “CONFIDENTIAL” or
23 “CONFIDENTIAL -FOR COUNSEL ONLY” by the producing or disclosing party,
24 and any and all reproductions of that information, must be retained in the custody of
25 the counsel for the receiving party identified in paragraph 3, except that independent
26 experts authorized to view such information under the terms of this Order may retain
27 custody of copies such as are necessary for their participation in this litigation.
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1 12. Before any materials produced in discovery, answers to interrogatories,
2 responses to requests for admissions, deposition transcripts, or other documents
3 which are designated as confidential information are filed with the Court for any
4 purpose, the party seeking to file such material must seek permission of the Court to
5 file the material under seal.

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

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

19 15. If a party, through inadvertence, produces any confidential information
20 without labeling or marking or otherwise designating it as such in accordance with
21 this Order, the designating party may give written notice to the receiving party that
22 the document or thing produced is deemed confidential information, and that the
23 document or thing produced should be treated as such in accordance with that
24 designation under this Order. The receiving party must treat the materials as
25 confidential, once the designating party so notifies the receiving party. If the
26 receiving party has disclosed the materials before receiving the designation, the
27 receiving party must notify the designating party in writing of each such disclosure.
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1 Counsel for the parties will agree on a mutually acceptable manner of labeling or
2 marking the inadvertently produced materials as “CONFIDENTIAL” or
3 “CONFIDENTIAL - FOR COUNSEL ONLY” - SUBJECT TO PROTECTIVE
4 ORDER.

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

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

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

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

19 20. Upon final termination of this action, including any and all appeals,
20 counsel for each party must, upon request of the producing party, return all
21 confidential information to the party that produced the information, including any
22 copies, excerpts, and summaries of that information, or must destroy same at the
23 option of the receiving party, and must purge all such information from all machine-
24 readable media on which it resides. Notwithstanding the foregoing, counsel for each
25 party may retain all pleadings, briefs, memoranda, motions, and other documents
26 filed with the Court that refer to or incorporate confidential information, and will
27 continue to be bound by this Order with respect to all such retained information.
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1 Further, attorney work product materials that contain confidential information need
2 not be destroyed, but, if they are not destroyed, the person in possession of the
3 attorney work product will continue to be bound by this Order with respect to all such
4 retained information.

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

13 22. At any stage of the proceedings, any party may object to a designation
14 of materials as confidential information. The objecting party must notify the
15 designating party, in writing, of the materials objected to and the ground(s) for the
16 objection. Thereafter, lead counsel (or attorneys with full authority to make decisions
17 and bind the client without later seeking approval from a supervising attorney) must
18 promptly meet and confer, pursuant to Local Rule 26.1.a. If the dispute is not resolved
19 within seven (7) days of receipt of the objections, and after counsel have thoroughly
20 and completely met and conferred, the parties must place a joint call to the assigned
21 magistrate judge's chambers to explain the dispute and the parties' respective
22 positions. The materials at issue must be treated as confidential until the Court has
23 ruled on the objection or the matter has been otherwise resolved.

24 23. No party may file any document under seal, except pursuant to a court
25 order that authorizes the filing of the document, or portion of the document, under
26 seal. A sealing order will issue only upon a showing that the information is privileged
27 or protectable under the law. The party seeking to file under seal must limit its sealing
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1 request to the specific portion of the document that contains the confidential or
2 privileged material. The restrictions and obligations within this order will not be
3 deemed to prohibit discussions of any confidential information with anyone if that
4 person already has or obtains legitimate possession of that information.

5 24. Transmission by email or some other currently utilized method of
6 transmission is acceptable for all notification purposes within this Order.

7 25. This Order may be modified by agreement of the parties, subject to
8 approval by the Court.

9 26. The Court may modify the terms and conditions of this Order for good
10 cause, or in the interest of justice, or on its own for public policy reasons. The parties
11 prefer that the Court provide them with notice of the Court's intent to modify the
12 Order and the content of those modifications, prior to entry of such an order.

13 **IT IS SO ORDERED.**

14 Dated: November 16, 2022



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16 Daniel E. Butcher
17 United States Magistrate Judge
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EXHIBIT A
DECLARATION OF COMPLIANCE

I, _____, declare as follows:

1. My address is _____.

2. My present employer is _____.

3. My present occupation or job description is _____.

4. I have received a copy of the Stipulated Protective Order entered in this action on _____, 20__.

5. I have carefully read and understand the provisions of this Stipulated Protective Order.

6. I will comply with all provisions of this Stipulated Protective Order.

7. I will hold in confidence, and will not disclose to anyone not qualified under the Stipulated Protective Order, any information, documents or other materials produced subject to this Stipulated Protective Order.

8. I will use such information, documents or other materials produced subject to this Stipulated Protective Order only for purposes of this present action.

9. Upon termination of this action, or upon request, I will return and deliver all information, documents or other materials produced subject to this Stipulated Protective Order, and all documents or things which I have prepared relating to the information, documents or other materials that are subject to the Stipulated Protective Order, to my counsel in this action, or to counsel for the party by whom I am employed or retained or from whom I received the documents.

10. I hereby submit to the jurisdiction of this Court for the purposes of enforcing the Stipulated Protective Order in this action

1. I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this ____ day of _____, 20__, at _____.

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QUALIFIED PERSON