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 15 **UNITED STATES DISTRICT COURT**
 16 **CENTRAL DISTRICT OF CALIFORNIA**

18 JAMES E. KEENER,,
 19 Plaintiff,

20 v.

21 HSBC MORTGAGE SERVICES,
 22 INC., JP MORGAN CHASE BANK,
 23 EQUIFAX INFOMATION
 SERVICES, LLC, TRANSUNION,
 24 LLC, and EXPERIAN
 INFORMATION SOLUTIONS, INC.,
 25 Defendant.

Case No. 2:09-CV-06956-
 JHN(JEMx)

**[PROPOSED] ORDER
 GRANTING STIPULATION FOR
 PROTECTIVE ORDER**

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ORDER

The Court, having considered the Stipulation for Protective Order between Plaintiff James E. Keener and Defendants Experian Information Solutions, Inc. (“Experian”) and JPMORGAN CHASE BANK, N.A. (“Chase”), erroneously sued as JP Morgan Chase Bank, hereby ORDERS as follows:

1. This Order shall govern the use, handling and disclosure of all documents, testimony or information produced or given in this action which are designated to be subject to this Order in accordance with the terms hereof.

2. Any party or non-party producing or filing documents or other materials in this action may designate such materials and the information contained therein subject to this Order by typing or stamping on the front of the document, or on the portion(s) of the document for which confidential treatment is designated, “Confidential.”

3. If a Producing Party believes in good faith that, despite the provisions of this Protective Order, there is a substantial risk of identifiable harm if particular documents it designates as “Confidential” are disclosed to all other Parties or non-parties to this action, the Producing Party may designate those Particular documents as “Confidential—Attorneys’ Eyes Only.”

4. To the extent any motions, briefs, pleadings, deposition transcripts, or other papers to be filed with the Court incorporate documents or information subject to this Order, the party filing such papers shall designate such materials, or portions thereof, as “Confidential” or “Confidential—Attorneys Eyes Only,” and shall file them with the clerk under seal; provided, however, that a copy of such filing having the confidential information deleted therefrom may be made part of the public record. Any party filing any document under seal must comply with the requirements of Civil Local Rule 79-5.1.

1 5. All documents, transcripts, or other materials subject to this Order, and
2 all information derived therefrom (including, but not limited to, all testimony,
3 deposition, or otherwise, that refers, reflects or otherwise discusses any information
4 designated Confidential hereunder), shall not be used, directly or indirectly, by any
5 person, including the other defendants, for any business, commercial or competitive
6 purposes or for any purpose whatsoever other than solely for the preparation and
7 trial of this action in accordance with the provisions of this Order.

8 6. Except with the prior written consent of the individual or entity
9 designating a document or portions of a document as “Confidential,” or pursuant to
10 prior Order after notice, any document, transcript or pleading given “Confidential”
11 treatment under this Order, and any information contained in, or derived from any
12 such materials (including but not limited to, all deposition testimony that refers,
13 reflects or otherwise discusses any information designated confidential hereunder)
14 may not be disclosed other than in accordance with this Order and may not be
15 disclosed to any person other than: (a) the Court and its officers; (b) parties to this
16 litigation; (c) counsel for the parties, whether retained counsel or in-house counsel
17 and employees of counsel assigned to assist such counsel in the preparation of this
18 litigation; (d) fact witnesses subject to a proffer to the Court or a stipulation of the
19 parties that such witnesses need to know such information; (e) present or former
20 employees of the producing party in connection with their depositions in this action
21 (provided that no former employees shall be shown documents prepared after the
22 date of his or her departure); and (f) experts specifically retained as consultants or
23 expert witnesses in connection with this litigation.

24 7. Except with the prior written consent of the individual or entity
25 designating a document or portions of a document as “Confidential—Attorneys
26 Eyes Only”, or pursuant to prior Order after notice, any document, transcript or
27 pleading given “Confidential—Attorneys Eyes Only” treatment under this Order,
28 and any information contained in, or derived from any such materials (including but

1 not limited to, all deposition testimony that refers, reflects or otherwise discusses
2 any information designated confidential hereunder) may not be disclosed other than
3 in accordance with this Order and may not be disclosed to any person other than:
4 (a) the Receiving Party's Outside Counsel of record in this action, as well as
5 employees of said Counsel to whom it is reasonably necessary to disclose the
6 information for this litigation and who have signed the "Agreement to Be Bound by
7 Protective Order" that is attached hereto as Exhibit A; (b) Experts specifically
8 retained as consultants or expert witnesses in connection with this litigation who
9 have signed the "Declaration of Compliance" (Exhibit A); (c) the Court and its
10 personnel; (d) court reporters, their staffs, and professional vendors to whom
11 disclosure is reasonably necessary for this litigation and who have signed the
12 "Declaration of Compliance" (Exhibit A); and (e) the author of the document or the
13 original source of the information.

14 8. Documents produced pursuant to this Order shall not be made
15 available to any person designated in Subparagraph 6(f) or 7(b) unless he or she
16 shall have first read this Order, agreed to be bound by its terms, and signed the
17 attached Declaration of Compliance.

18 9. All persons receiving any or all documents produced pursuant to this
19 Order shall be advised of their confidential nature. All persons to whom
20 confidential information and/or documents are disclosed are hereby enjoined from
21 disclosing same to any person except as provided herein, and are further enjoined
22 from using same except in the preparation for and trial of the above-captioned
23 action between the named parties thereto. No person receiving or reviewing such
24 confidential documents, information or transcript shall disseminate or disclose them
25 to any person other than those described above in Paragraph 5 and Paragraph 7 and
26 for the purposes specified, and in no event shall such person make any other use of
27 such document or transcript.
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1 10. Nothing in this Order shall prevent a party from using at trial any
2 information or materials designated “Confidential” or “Confidential—Attorneys’
3 Eyes Only.”

4 11. This Order has been agreed to by the parties to facilitate discovery and
5 the production of relevant evidence in this action. Neither the entry of this Order,
6 nor the designation of any information, document, or the like as “Confidential,” nor
7 the failure to make such designation, shall constitute evidence with respect to any
8 issue in this action.

9 12. Within sixty (60) days after the final termination of this litigation, all
10 documents, transcripts, or other materials afforded confidential treatment pursuant
11 to this Order, including any extracts, summaries or compilations taken therefrom,
12 but excluding any materials which in the good faith judgment of counsel are work
13 product materials, shall be returned to the individual or entity having produced or
14 furnished same.

15 13. In the event that any party to this litigation disagrees at any point in
16 these proceedings with any designation made under this Protective Order, the
17 parties shall first try to resolve such dispute in good faith on an informal basis in
18 accordance with Civil Local Rule 37-1. If the dispute cannot be resolved, the party
19 objecting to the designation may seek appropriate relief from this Court. During
20 the pendency of any challenge to the designation of a document or information, the
21 designated document or information shall continue to be treated as “Confidential”
22 subject to the provisions of this Protective Order.

23 14. Nothing herein shall affect or restrict the rights of any party with
24 respect to its own documents or to the information obtained or developed
25 independently of documents, transcripts and materials afforded confidential
26 treatment pursuant to this Order.

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1 15. The Court retains the right to allow disclosure of any subject covered
2 by this stipulation or to modify this stipulation at any time in the interest of justice.

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4 **IT IS SO ORDERED**

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6 DATED: June 2, 2010

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/s/John E. McDermott

HON. JOHN E. MCDERMOTT
UNITED STATES MAGISTRATE JUDGE

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