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7 Attorneys for Defendant  
 JPMORGAN CHASE BANK, N.A.

8 UNITED STATES DISTRICT COURT  
 9 CENTRAL DISTRICT OF CALIFORNIA

11 EVAN HIGHTOWER and ANN  
 12 ROSS, individually, and on behalf of  
 all other similarly situated,

13 Plaintiffs,

14 vs.

15 JPMORGAN CHASE BANK, N.A.;;  
 and DOES 1 - 10, inclusive,

16 Defendants.

17 CAROLYN SALAZAR, ROGER AL-  
 18 CHAIKH, and ESTELLA SLIKKER,  
 individually, and on behalf of all other  
 19 members of the general public  
 similarly situated,

20 Plaintiffs,

21 vs.

22 JPMORGAN CHASE BANK, N.A.;;  
 and DOES 1 through 10, inclusive,

23 Defendant.

Case No. 11-CV-01802-PSG-PLAx  
 [DISCOVERY MATTER]

**PROTECTIVE ORDER**

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1 REGINA M. SIMPSON and REGINA  
2 STURDIVANT, individually, on  
3 behalf of themselves, all other  
4 similarly situated, and on behalf of the  
5 general public;

6 Plaintiffs,

7 vs.

8 JPMORGAN CHASE BANK, a New  
9 York corporation; JPMORGAN  
10 CHASE & CO., a Delaware  
11 corporation; CHASE HOME  
12 FINANCE LLC, a Delaware limited  
13 liability company; and DOES 1 to 10,  
14 inclusive,

15 Defendants.

16 DENNIS KHUTORETSKY,  
17 MIKHAIL LIRMAN, and BORIS  
18 SHULMAN, on behalf of themselves  
19 and all other similarly situated,

20 Plaintiffs,

21 vs.

22 J.P. MORGAN CHASE & CO., and  
23 J.P. MORGAN CHASE BANK, N.A.,

24 Defendants.

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**[PROPOSED] PROTECTIVE ORDER**

**DEFINITIONS**

1. For the purpose of this Order:

(a) “Information” is defined broadly to include information in any form, whether provided in response to a request for information, in documents, or in testimony;

(b) “Document” is defined broadly to include tangible paper as well as information stored electronically on disc, tape or otherwise;

(c) “Confidential Material” is defined to include information designated as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” or provisionally treated as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” under the terms of this Order.

**SCOPE, DESIGNATION AND USE OF CONFIDENTIAL MATERIAL**

2. The parties acknowledge that they will be requesting and exchanging documents and information solely because they are parties to the Litigation and therefore agree that all material exchanged between them will be used only for purposes of and in connection with prosecuting or defending this Litigation, actions that have been related to this Litigation, and/or alternative dispute resolution efforts between the parties hereto and for no other purpose. In addition, the parties acknowledge that certain of the documents and materials exchanged in discovery in this Litigation will be sensitive and confidential and deserve additional protections from disclosure, as set forth in this Order. Counsel for each party, and each person receiving Confidential Material must take reasonable precautions to prevent the unauthorized or inadvertent disclosure of such information.

3. A party or non-party subject to discovery in the Litigation may designate as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” documents or information produced in discovery that the party or non-party

1 considers in good faith to contain confidential information, including but not  
2 limited to information falling within the following categories:

3 (a) Confidential Information. “CONFIDENTIAL  
4 INFORMATION” is defined herein as:

- 5 (i) a trade secret or other confidential research, development  
6 or commercial information; and/or  
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8 (ii) any sensitive personal information of nonparties, the  
9 parties, or their managers, representatives or employees,  
10 current or former, including the following: Social  
11 Security number, date of birth, medical records, medical  
12 information, personnel records, address(es), telephone  
13 records/numbers, e-mail address(es), wage and benefit  
14 data, account numbers, tax records, and other financial  
15 information such as credits, loans, or other business  
16 transactions, assets, and/or income data;

17 (b) Attorneys’ Eyes Only Information. “ATTORNEYS’  
18 EYES ONLY INFORMATION” is defined herein as CONFIDENTIAL  
19 INFORMATION which constitutes, discloses, reveals, describes or  
20 discusses, in whole or in part, a trade secret within the meaning of the  
21 California Uniform Trade Secrets Act, financial statements or budgets of  
22 Defendant, provided however, to the extent that any party intends to rely on  
23 that party’s budgets, financial statements or net worth information in support  
24 of, or in defense against, a claim for damages or for recovery of equitable  
25 relief of a monetary nature, such information shall be designated as  
26 Confidential, and not Attorneys’ Eyes Only.

27 4. A party or non-party seeking to designate as “Confidential” or “Highly  
28 Confidential – Attorneys’ Eyes Only” any document that that party or non-party

1 produces in response to a document request or subpoena in the Litigation shall  
2 designate the document as confidential by labeling the document “Confidential” or  
3 “Highly Confidential – Attorneys’ Eyes Only” on the face of each page of the  
4 document, along with an indication identifying the producing party. In the event a  
5 producing party elects to produce materials for inspection, no marking need be  
6 made by the producing party in advance of the initial inspection. For purposes of  
7 the initial inspection, all materials produced will be considered as “Highly  
8 Confidential – Attorneys’ Eyes Only” and must be treated as such pursuant to the  
9 terms of this Order. Thereafter, upon selection of specified materials for copying  
10 by the inspecting party, the producing party must, within a reasonable time prior to  
11 producing those materials to the inspecting party, mark the copies of those materials  
12 that contain Confidential Information with the appropriate confidentiality marking.

13           5. If a party believes that a document produced by someone other than  
14 that party contains confidential information, the party wishing to designate such  
15 confidential information under the terms of this Order shall notify the other party in  
16 the Litigation in writing that it considers the information confidential, label the  
17 affected document with the legend “Confidential” or “Highly Confidential –  
18 Attorneys’ Eyes Only” on the face of each page of the document along with an  
19 indication identifying the party designating the document as confidential, and send  
20 a copy of the document with the appropriate “Confidential” or “Highly Confidential  
21 – Attorneys’ Eyes Only” legend to the non-designating party.

22           6. A party or non-party seeking to designate as “Confidential” or “Highly  
23 Confidential – Attorneys’ Eyes Only” any written response to an interrogatory or  
24 other request provided by that party or non-party shall designate the response as  
25 confidential by clearly indicating the page(s) or section(s) of the response that is  
26 designated as confidential, including by placing the legend “Confidential” or  
27 “Highly Confidential – Attorneys’ Eyes Only” on the face of each page of the  
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1 response that contains confidential information. If a party believes that a written  
2 discovery response served by someone other than the party seeking to designate the  
3 response or any portion thereto as confidential, the designating party shall designate  
4 the response as confidential by clearly indicating the page(s) or section(s) of the  
5 response that is designated as confidential, including by placing the legend  
6 “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” on the face of each  
7 page of the response that contains confidential information, and shall send a copy of  
8 the document with the appropriate confidentiality legend to the non-designating  
9 party.

10 7. A party also may designate as “Confidential” or “Highly Confidential  
11 – Attorneys’ Eyes Only” any deposition testimony by (a) stating orally on the  
12 record of a deposition that the entire transcript or portion thereof is “Confidential”  
13 or “Highly Confidential – Attorneys’ Eyes Only”; or (b) by written notice to  
14 counsel for the other party in the Litigation of such designation within seven (7)  
15 days after receipt of the deposition transcript.

16 (a) Disclosure of Confidential Transcripts to the Deponent.

17 Deposition transcripts containing Protected Material may be shown to the  
18 deponent for the purpose of correction, but the deponent may not retain a  
19 copy of the transcript unless (s)he agrees to be bound by this Protective  
20 Order by signing a copy of the Acknowledgement Form.

21 (b) Transcript pages containing or constituting  
22 CONFIDENTIAL INFORMATION shall be separately bound by the court  
23 reporter and marked “CONFIDENTIAL” on each page. If a Receiving Party  
24 wishes to show non-CONFIDENTIAL portions of a document or transcript  
25 containing CONFIDENTIAL INFORMATION to a person or party not  
26 described below in Paragraph 12, it shall first redact all pages designated  
27 CONFIDENTIAL.  
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1           8.     The parties shall provisionally treat all documents and written  
2 discovery responses as Confidential until five (5) calendar days after receipt of such  
3 documents or discovery responses, unless otherwise agreed by the parties in  
4 writing. The parties shall provisionally treat all deposition testimony as  
5 Confidential until seven (7) calendar days after the receipt of each volume of  
6 deposition transcript, unless otherwise agreed by the parties in writing. If no party  
7 or non-party has designated documents, written discovery responses, deposition  
8 testimony or other information as confidential within these time periods, the  
9 documents and information shall thereafter be treated as if they are not Confidential  
10 Material, unless and until a party later designates such documents, written  
11 discovery responses or deposition as Confidential Material.

12           9.     Failure to designate material as Confidential using the procedures  
13 described above shall not operate to waive a party's or non-party's ability to later so  
14 designate such material. Information inadvertently disclosed without being  
15 designated as confidential may thereafter be designated confidential by promptly  
16 notifying the party/ies receiving the information in writing that such information is  
17 confidential, and, where appropriate, sending copies of the designated pages  
18 containing confidential information with the appropriate "Confidential" or "Highly  
19 Confidential – Attorneys' Eyes Only" legend placed on the face of each page that  
20 contains confidential information.

21           10.    Neither the original nor any copy of any document, response,  
22 testimony or information which contains or constitutes Confidential Material nor  
23 any excerpt, quotation, paraphrase or other description thereof which conveys the  
24 confidential contents thereof shall be disclosed to any person, or used for any  
25 purpose, except in accordance with the terms of this Order.

26           11.    Access to and disclosure of sensitive personal information and  
27 documents that have been designated as "Confidential," including but not limited to  
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1 employee personnel files and employee payroll information, shall be limited to the  
2 to those persons identified in Paragraphs 12(a), (b), (d), and (f) and the employee to  
3 whom the personal documents and information relates.

4 12. Subject to Paragraph 11, access to and disclosure of other documents  
5 or information designated by any party or non-party as “Confidential” shall be  
6 limited, except as otherwise provided herein, or agreed by the parties in writing, or  
7 as otherwise ordered by the Court, to:

8 (a) The attorneys of record in this Litigation or any action  
9 that has been related to this Litigation and in-house counsel, if any, for said  
10 parties, their clerical, paralegal and other employees, and Defendants’  
11 managers, officers, executives, and directors, who reasonably need access to  
12 the Confidential Material in connection with and to assist with the  
13 prosecution or defense of this action, and personnel from any third-party  
14 vendors retained to assist the attorneys with document collection, translation,  
15 photocopying, scanning, or other services related to the prosecution or  
16 defense of this Litigation;

17 (b) This Court, any court to which a party petitions for  
18 discovery of a non-party, and court personnel, including but not limited to  
19 court reporters, translators and persons operating video recording equipment;

20 (c) The parties to this action and those employees of the  
21 parties who reasonably need access to the Confidential Material in  
22 connection with and to assist with the prosecution or defense of this action;

23 (d) Any person who authored or received the Confidential  
24 Material prior to the commencement of the Litigation;

25 (e) Any witness not encompassed by the terms of paragraphs  
26 12(c) or 12(d), above, whose deposition is taken in this action or who is  
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1 being prepared by counsel to give testimony at deposition, provided that any  
2 such witness abide by the terms of paragraph 14 below; and

3 (f) Outside experts and consultants for any party, whose  
4 advice or consultation is being or will be used by such party in connection  
5 with this Litigation, and their employees who reasonably need access to the  
6 Confidential Material in connection with and to assist with the prosecution or  
7 defense of this Litigation, provided that any such outside expert, consultant,  
8 or their employees witness abide by the terms of paragraph 14 below.

9 13. Access to and disclosure of documents or information designated by  
10 any party or non-party as “Highly Confidential – Attorneys’ Eyes Only” shall be  
11 limited, except as otherwise provided herein, or agreed by the parties in writing, or  
12 as otherwise ordered by the Court, to those persons identified in Paragraphs 12(a),  
13 (b), (d), (e), and/or (f).

14 14. The attorneys for a party may disclose Confidential Material to any  
15 person described in Paragraph 12(e), above, provided, however, that the witness  
16 first must be shown this Order and agree to abide by its terms by signing the Non-  
17 Disclosure Agreement attached hereto as Exhibit 1. Any such deponent or witness  
18 may be shown Confidential Material but shall not retain the original, any copy or  
19 any notes of any such Confidential Material.

20 15. The attorneys for a party may disclose Confidential Material to any  
21 person described in Paragraph 12(f), above, provided, however, that the expert,  
22 consultant or employee of an expert or consultant first must be shown this Order  
23 and agree to abide by its terms by signing the Non-Disclosure Agreement attached  
24 hereto as Exhibit 1. Any such expert, consultant or employee of an expert or  
25 consultant shall not retain the original, any copy or any notes of any such  
26 Confidential Material for longer than three (3) months after the final termination of  
27 the Litigation.  
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1           16. If a party or any of its representatives, including counsel, inadvertently  
2 discloses any Confidential Material to a person not authorized by this Order to use  
3 or possess such Confidential Material, the disclosing party shall provide immediate  
4 written notice of the disclosure to the party or non-party whose Confidential  
5 Material was inadvertently disclosed. The disclosing party shall also promptly take  
6 reasonable measures to obtain the return of such inadvertently disclosed  
7 information. If a party has actual knowledge that Confidential Material is being  
8 used or possessed by a person not authorized to use or possess that material,  
9 regardless of how the material was disclosed or obtained by such person, the party  
10 shall provide immediate written notice of the unauthorized use or possession to the  
11 party or non-party whose Confidential Material is being used or possessed.

12           17. Any party, through counsel, may make a good faith written objection  
13 to the designation of any document, response, testimony or information as  
14 “Confidential” or “Highly Confidential – Attorneys’ Eyes Only.” The good faith  
15 written objection must notify counsel for the designating party of the objected-to  
16 materials and the grounds for the objection. The parties shall meet and confer in  
17 good faith to attempt to resolve the dispute without the intervention of the Court. If  
18 it is not possible to resolve the dispute, the party making the confidentiality  
19 designation shall make a motion before the Court pursuant to Local Rule 37  
20 seeking to preserve the confidentiality designation. Applicable California law shall  
21 govern the burden and standard of proof on any such motion. The failure to object  
22 to the confidential designation shall not be construed as a concession that the  
23 information is confidential.

24           18. Any party or non-party may remove or downgrade its own  
25 confidentiality designation of documents or information by providing written notice  
26 to the other party or to the parties of the de-designation or downgrade, or by  
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1 providing new copies of the documents or materials with any confidentiality legend  
2 removed or replaced with the appropriate legend.

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4 19. In the event that any brief, memorandum or other paper to be  
5 submitted to the Court by or on behalf of a party or non-party contains Confidential  
6 Material of any other party or non-party that designated that material as  
7 confidential, the party or non-party submitting the Confidential Material to the  
8 Court shall file the Confidential Material provisionally under seal pursuant to any  
9 applicable Local Rules of the Court. Good cause must be shown in the application  
10 to file under seal. If a party needing to submit Confidential Material designated by  
11 the other party or a non-party in connection with a brief, memorandum or other  
12 paper to be submitted to the Court believes that the confidentiality designation is  
13 incorrect, such that the Confidential Material need not be filed provisionally under  
14 seal, that party shall meet and confer with the designating party or non-party  
15 pursuant to paragraph 17 of this Order reasonably in advance of the date the  
16 Confidential Material is to be submitted to the Court. If a non-party designated the  
17 material to be submitted to the Court as confidential, the party submitting the  
18 Confidential Material to the Court shall meet and confer with that designating non-  
19 party reasonably in advance of the date the Confidential Material is to be submitted  
20 to the Court and/or provide contemporaneous notice to the non-party that its  
21 Confidential Information has been submitted to the Court provisionally under seal.

22 20. This Order shall not and does not constitute an admission or  
23 concession or permit an inference that any document, response, testimony or  
24 information constituting Confidential Material is, in fact, confidential for purposes  
25 other than the proper safeguarding of materials produced in discovery in this  
26 Litigation. Conversely, any disclosure of Confidential Material under this Order  
27 shall not be construed as a waiver of the confidentiality of the information.

28 **TERMINATION OF LITIGATION**



1 shorter time period. The party receiving the subpoena, discovery request or other  
2 demand shall reasonably cooperate with the designating party if the producing party  
3 or non-party seeks a protective order or other limitation on disclosure of the  
4 Confidential Material. The producing party shall pay the reasonable expense of  
5 such cooperative efforts.

6 24. Nothing in this Order and no action taken pursuant to it shall be  
7 construed or asserted to be (a) an agreement by the parties to produce any  
8 documents or supply any information or testimony in discovery not otherwise  
9 agreed upon or required by applicable California law; (b) a waiver by any person or  
10 party of any right to object to or seek a further protective order with respect to any  
11 discovery request in this or any other action.; or (c) a waiver of any claim of  
12 immunity or privilege with regard to any testimony, documents or information.

13 25. Nothing in this Order and no action taken pursuant to it shall be  
14 construed or asserted to waive any objection to the alleged relevancy or  
15 admissibility of any document, testimony or other evidence at any proceeding in the  
16 Litigation.

17 26. This Order does not govern the treatment of Confidential Material at  
18 trial, which the parties and the Court will address by a Stipulation and Order issued  
19 at an appropriate time in the future.

20 27. This Order may be modified in part or entirely by written agreement of  
21 the parties hereto or upon application to and entry of an Order by the Court for  
22 good cause shown.

23 IT IS SO ORDERED.

24 Dated: August 8, 2012



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Honorable Paul L. Abrams  
United States Magistrate Judge

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**EXHIBIT "1" TO PROTECTIVE ORDER**  
**NON-DISCLOSURE AGREEMENT**

I certify that I have carefully read the Protective Order in the case of *Hightower, et al., vs. JPMorgan Chase Bank, N.A.*, Central District of California Case No. 11-CV-01802-PSG-PLAx, and that I fully understand the terms of the Order. I understand that Confidential Material is being provided to me pursuant to the terms and restrictions of the Protective Order. I recognize that I am bound by the terms of this Protective Order and I agree to comply with those terms. I certify that I will not reveal Confidential Material to anyone except as allowed by the Protective Order and will maintain all such Confidential Material, including copies, notes or other transcripts made therefrom, in a secure manner to prevent unauthorized access to it.

I hereby consent to the personal jurisdiction of the United States District Court, Central District of California for any proceedings involving the enforcement of that Order.

Executed this day \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_,  
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Affiliation or Company

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Home Address