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 NFC Collections LLC

7
 8 [LIST OF COUNSEL CONTINUED ON
 NEXT PAGE]

9 UNITED STATES DISTRICT COURT
 10 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

11
 12 NFC COLLECTIONS LLC,
 13 a Delaware limited liability company,
 14 Plaintiff,

15 vs.

16 DEUTSCHE BANK AKTIENGE-
 SELLSCHAFT, a business entity
 17 organized under the laws of Germany;
 DEUTSCHE BANK PRIVAT- UND
 18 GESCHAFTSKUNDEN AG, a
 business entity organized under the laws
 19 of Germany; and BAYRAKKALE LTD
 STI, a business entity organized under
 20 the laws of Turkey.
 21 Defendants.

CASE NO. CV 12-10718 DDP (JCx)
**STIPULATION AND
 PROTECTIVE ORDER**

[CHANGE MADE BY COURT TO
 PARAGRAPH 10]

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Attorneys for Defendants Deutsche Bank Aktiengesellschaft
and Deutsche Bank Privat- und Geschäftskunden AG

1 WHEREAS, plaintiff NFC Collections LLC (“NFC”) and defendants
2 Deutsche Bank Aktiengesellschaft and Deutsche Bank Privat- und Geschäftskunden
3 AG (“Defendants”) (collectively, the “Parties”), through their counsel of record,
4 have conferred regarding issues of confidential and proprietary information, as well
5 as on issues of attorney-client privileged communications and the work product
6 doctrine.

7 WHEREAS, the discovery procedures in this case may require disclosure of
8 documents and information (“material(s)”), regarded by the producing Party as
9 confidential and private information incorporating trade secret or other confidential
10 research, proprietary data, technical, cost, price, marketing or other commercial
11 information, as is contemplated by Federal Rule of Civil Procedure 26(c), and
12 confidential and private information concerning parties, witnesses, and persons not
13 party to this action.

14 WHEREAS, the purpose of this Protective Order (“Order” or “Protective
15 Order”) is to protect the confidentiality of such materials as much as practical during
16 the litigation.

17 WHEREAS, the Parties respectfully submit that this stipulated Protective
18 Order will facilitate the discovery process, without improperly undermining public
19 access to non-confidential information and that there is good cause for entry of this
20 Protective Order.

21 WHEREAS, the Parties have agreed to be bound by the terms of this Order in
22 this action.

23 THEREFORE, IT IS HEREBY AGREED AND STIPULATED, by and
24 among the Parties and through their undersigned counsel, as follows.

25 **DEFINITIONS**

26 1. The term “Confidential Information” will mean and include
27 information contained or disclosed in any materials, including documents, portions
28 of documents, answers to interrogatories, responses to requests for admission,

1 deposition testimony and transcripts of depositions, including data, summaries, and
2 compilations derived therefrom that is deemed to be Confidential Information by
3 any Party to which it belongs.

4 2. The term "materials" will include all writings, photographs, audio
5 recordings, electronically stored data, and other tangible records and forms of
6 recorded information, however maintained, stored, produced, or reproduced,
7 including without limitation all contracts, agreements, letters, correspondence,
8 records, memoranda, minutes, notes, telegrams, telecopies, telexes, summaries,
9 records of telephone calls and meetings, calendar and diary entries, notebooks,
10 questionnaires, commentaries, legal and accounting opinions, research, data
11 compilations, schedules, reports, studies, appraisals, analyses, lists, surveys, deeds,
12 budgets, insurance policies, financial statements, returns, financial projections,
13 comparisons between budgets, projections and actual results, ledger sheets,
14 accounts, spreadsheets, bills, invoices, receipts, checks, drafts, money orders, wire
15 transfers, working papers, financial calculations, business plans, business reports,
16 business records, periodicals, charts, graphs, drawings, photographs, microfilms,
17 microfiches, interviews, speeches, transcripts, depositions, press releases, brochures,
18 advertisements, newspaper articles, journals, publications, books of account,
19 videotape, audiotape, tape of any kind on which information may be recorded,
20 computer printouts, e-mails, and computer-stored information or data (including
21 without limitation on magnetic storage media such as, for example and without
22 limitation, hard drives, backup tapes, Jaz and Zip drives, and floppy disks); and all
23 drafts, outlines, and proposals of any such documents whether different from the
24 original by reason of notations made on such copies or otherwise. The terms
25 "document" or "documents" specifically include, but are not limited to, electronic,
26 magnetic, optical, and any other computer- or machine-readable information or data,
27 whether or not printed onto paper, including, but not limited to, electronic mail,
28 databases, spreadsheets, and word processing documents, and further includes all

1 load files and/or other manuals, documents, or programs sufficient to access,
2 operate, display, read, and interpret such data and information.

3 3. The term “counsel” will mean outside counsel of record and the in-
4 house attorneys identified below, and other attorneys, paralegals, secretaries, and
5 other support staff employed in the law firms, or who support the in-house attorneys
6 identified below:

7 Quinn Emanuel Urquhart & Sullivan, LLP

8 In-house attorneys acting for NFC

9 Moses & Singer LLP

10 Carroll, Burdick & McDonough LLP

11 In-house attorneys acting for Defendants.

12
13 **GENERAL RULES**

14 1. Each Party to this litigation may designate any materials produced in
15 this litigation that the Party believes should be subject to this Protective Order as
16 containing confidential information as “CONFIDENTIAL.” Unless otherwise
17 provided herein or by agreement of the Parties, the designation of
18 “CONFIDENTIAL” shall be made at the time of production by the designating
19 Party or within twenty (20) days of production by any third party.

20 a. Designation as “CONFIDENTIAL”: Any Party may designate
21 information as “CONFIDENTIAL” only if, in the good faith belief of such Party
22 and its counsel, the information (regardless of how it is generated, stored or
23 maintained) qualifies for protection under Federal Rule of Civil Procedure 26(c).

24 b. Each Party that designates information or items for protection
25 under this Protective Order must take care to limit any such designation to specific
26 material that qualifies for such protection. If it comes to a producing Party’s
27 attention that information that it designated for protection does not qualify for
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1 protection as initially asserted, that producing Party must promptly notify all other
2 Parties that it is withdrawing or amending the mistaken designation.

3 2. Whenever a deposition taken on behalf of any Party involves a
4 disclosure of Confidential Information of any Party, the deposition or portions of the
5 deposition must be designated as containing Confidential Information subject to the
6 provisions of this Order within two weeks following receipt of the transcript.

7 3. All Confidential Information designated as "CONFIDENTIAL" must
8 not be disclosed by the receiving Party to anyone other than those persons
9 designated within this Order and must be handled in the manner set forth below and,
10 in any event, must not be used for any purpose other than in connection with this
11 litigation, unless and until such designation is removed either by agreement of the
12 Parties or by order of the Court.

13 4. Information designated "CONFIDENTIAL" must be viewed only by:

14 (a) Counsel (as defined in paragraph 3);

15 (b) Those officers, directors, and representatives (including legal
16 representatives) of the Parties and their parents and affiliates
17 deemed necessary to aid counsel in the conduct of this litigation;

18 (c) Experts and consultants and their staff retained by the Parties or
19 their attorneys for purposes of this litigation (subject to
20 Paragraph 7, below);

21 (d) Any person whom a Party intends, in good faith, to call as a
22 witness in any deposition, hearing or trial in this litigation, and
23 that person's attorneys, to the extent reasonably necessary to give
24 his or her testimony. However, if any such witness declines to
25 sign a certification, as provided in Paragraph 7, below, he or she
26 shall not be permitted to maintain possession of any Materials
27 designated as Confidential;
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- (e) Any witness at a deposition or hearing in this litigation.
However, if any such witness declines to sign a certification, as provided in Paragraph 7, below, he or she shall not be permitted to maintain possession of any Materials designated as Confidential;
- (f) The Court, court personnel, and jurors, potential jurors or alternate jurors;
- (g) Court reporters and videographers used in connection with the conduct of this litigation;
- (h) Outside photocopying, graphic production services, litigation support services, and document hosting vendors retained by the Parties, or their respective counsel, as they in good faith deem necessary to provide assistance in connection with the conduct of this litigation;
- (i) Special masters or mediators in this litigation;
- (j) instrumentalities of the United States, a State, a foreign State or subdivision thereof, to which a Party has a legal duty to provide the information disclosed; and
- (k) any other person that the producing party agrees to in writing.

5. With respect to material designated "CONFIDENTIAL," any person indicated on the document to be its originator, author, addressee or a recipient of a copy of the document, may be shown the same.

6. All information which has been designated as "CONFIDENTIAL" and any and all reproductions of that information, must be retained in the custody of the receiving Party identified in paragraph 4, except that experts or consultants authorized to view such information may retain custody of copies such as are necessary for their participation in this litigation.

1 7. Prior to the disclosure of any Confidential Information by a receiving
2 Party to any person described in subparagraphs 4.(c)-(e), such person must first be
3 provided with a copy of this Protective Order, which he or she shall read and upon
4 reading the receiving Party shall use its best efforts to obtain the person's signature
5 on a certification, in the form annexed hereto as Exhibit A, acknowledging that he or
6 she has read the Protective Order and shall abide by its terms.

7 8. Any recipient of Confidential Information may request permission to
8 disclose Confidential Information to a person other than those qualified to receive it
9 pursuant to Paragraph 4 by serving a written request on the designating party. The
10 designating party shall have twenty (20) days from the date of receipt of such notice
11 to object to the requested disclosure of the Confidential Information, during which
12 time the Confidential Information shall not be disclosed. If there is an objection,
13 the Confidential Information shall not be disclosed until the issue has been resolved
14 either by this Court or through the agreement of the parties involved. The burden
15 of persuasion in any motion shall be on the recipient of the Confidential
16 Information.

17 9. In the event any recipient of Confidential Information is served with a
18 subpoena or other notice compelling the production of any Confidential Information
19 in another action or proceeding, the recipient is obligated to give written notice of
20 such subpoena or other notice as soon as possible to the designating party in writing
21 by email, fax or overnight mail. Upon receiving such subpoena or notice, the
22 recipient must promptly inform in writing the party who caused the subpoena or
23 notice to issue in the other action or proceeding that some or all the material covered
24 by the subpoena or notice may be the subject of this Protective Order. The purpose
25 of imposing these duties is to alert the interested parties to the existence of this
26 Protective Order and to afford the designating party an opportunity to try to protect
27 its confidentiality interests in the court or other body from which the subpoena or
28 order issued. In the event that a response to a motion to compel, motion for

1 protective order or similar pleading is required to preserve the confidentiality of the
2 Confidential Information, the designating party shall bear the sole responsibility and
3 burden to prepare and submit such pleading.

4 10. In the event that any Party discloses Confidential Information in any
5 pleading, court filing, attachment or exhibit thereto, or other papers filed with the
6 Court pre-trial, the disclosing Party shall submit the Confidential Information for
7 filing under seal with the Clerk of this Court in accordance with Local Rule 79-5.1
8 or as may otherwise be ordered by the Court. The disclosing Party shall file a
9 public version of such pleading, court filing, attachment or exhibit thereto of other
10 papers filed with the Court pre-trial redacted for the Confidential Information. This
11 Order does not address the use of Confidential Information at trial. The Parties
12 agree to meet-and-confer regarding the use of Confidential Information in
13 connection with trial and to raise the issue with the Court at an appropriate time.

14 11. At any stage of these proceedings, any Party may object to a
15 designation of materials as Confidential Information. An objecting Party shall not
16 be obliged to challenge the propriety of a designation of materials as Confidential
17 Information at the time made, and failure to do so shall not preclude a subsequent
18 challenge thereof. An objecting Party must give written notice to counsel for the
19 designating Party of the objected-to materials and the grounds for the objection(s).
20 Within five (5) court days of the receipt of such written notice, the designating Party
21 and the objecting Party shall meet-and-confer in an effort to resolve their
22 differences. If the disagreement cannot be resolved, the designating Party may
23 apply to the Court within five (5) court days for a protective order affirming the
24 designating Party's designation. The application of the designating Party shall
25 comply with Local Civil Rules 37-2 and 37-3, and the designating Party shall have
26 the burden of demonstrating that the document or material designated as
27 Confidential Information is deserving of confidential treatment or other protection
28 under the terms of this Order. If the designating Party does not make such an

1 application to the Court, the material to which an objection was directed will no
2 longer be considered Confidential Information under this Order. While any such
3 application is pending, the materials subject to that application will remain
4 Confidential Information under this Order until the Court rules.

5 12. All Confidential Information must be held in confidence by those
6 inspecting or receiving it, and must be used only for purposes of this action.
7 Counsel for each Party, and each person receiving Confidential Information must
8 take reasonable precautions to prevent the unauthorized or inadvertent disclosure of
9 such information.

10 13. No Party will be responsible to another Party for disclosure of
11 Confidential Information under this Order if the information in question is not
12 labeled or otherwise identified as such in accordance with this Order.

13 14. If a Party, through inadvertence, produces any Confidential Information
14 without labeling or marking or otherwise designating it as such in accordance with
15 this Order, the designating Party may give written notice to the receiving Party that
16 the document or thing produced is deemed Confidential Information, and that the
17 document or thing produced should be treated as such in accordance with that
18 designation under this Order. The receiving Party must treat the materials as
19 confidential after the designating Party so notifies the receiving Party.

20 15. Pursuant to Federal Rule of Evidence 502(d), the inadvertent disclosure
21 in and of itself of privileged or work product protected materials is not a waiver in
22 the pending case or in any other federal or state proceeding. The mere disclosure of
23 material as part of a production shall not itself constitute a waiver for any purpose.
24 If the producing Party puts the receiving Party on notice that the receiving Party is
25 in receipt of an attorney-client privileged or work product material(s) that has been
26 inadvertently produced or otherwise received in an unauthorized manner and the
27 receiving Party does not agree to return or destroy all copies of the material(s), the
28 receiving Party shall not distribute or disclose that material(s) or its contents to

1 anyone other than the producing Party and will not file that material(s) or any paper
2 disclosing the contents of that material(s) in the public record until such time as
3 either (1) the producing Party withdraws its privilege or work product immunity
4 assertion; or (2) the Court determines that the material(s) is not subject to the
5 attorney-client privilege or work product immunity. Within five (5) court days of
6 the receiving Party notifying the producing Party in writing that it will not return or
7 destroy the material(s) at issue, the producing Party may apply to the Court for
8 relief, including confirmation of the privileged or work product nature of the
9 material at issue. If the producing Party does not make such an application, the
10 privilege or work product immunity assertion shall be deemed withdrawn.

11 16. Nothing in this Order will prejudice the right of any Party to object to
12 the production of any discovery material on the grounds that the material is
13 protected as privileged or as attorney work product.

14 17. Nothing in this Order will bar counsel from rendering advice to their
15 clients with respect to this litigation and, in the course thereof, relying upon any
16 information designated as Confidential Information.

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

22 19. Nothing in this Order will be construed to prevent disclosure of
23 Confidential Information if such disclosure is required by law or by order of the
24 Court.

25 20. The restrictions and obligations set forth within this Order will not
26 apply to any information that: (a) the Parties agree should not be designated
27 Confidential Information; (b) the Parties agree, or the Court rules, is already public
28 knowledge; (c) the Parties agree, or the Court rules, has become public knowledge

1 other than as a result of disclosure by the receiving Party, its employees or its agents
2 in violation of this Order; or (d) has come or will come into the receiving Party's
3 legitimate knowledge independently of the production by the designating Party.

4 21. The restrictions and obligations in this Order will not be deemed to
5 prohibit discussions of any Confidential Information with anyone if that person
6 already has or obtains legitimate possession of that information.

7 22. Transmission by e-mail to the addresses of counsel of record is
8 acceptable for all notification purposes in this Order.

9 23. Within sixty (60) days after the conclusion of this litigation, including
10 the exhaustion of all appeals, counsel for all Parties and third parties shall to the
11 extent possible return all Confidential Information (other than exhibits at the official
12 court of record) to the Party producing or designating such Confidential Information
13 or shall use reasonable efforts to destroy such Confidential Information. To the
14 extent that a Party needs to retain Confidential Information for legitimate business
15 reasons, it may do so but such information shall remain subject to this Order.
16 Counsel for any Party or third party receiving Confidential Information shall make
17 written certification of compliance with this provision and shall deliver the same to
18 counsel for each Party producing or designating such Confidential Information
19 within one hundred twenty (120) days after the conclusion of this litigation,
20 including the exhaustion of all appeals. If a Party retains any Confidential
21 Information as permitted above, it shall at that time identify the information to the
22 Party producing or designating such Confidential Information. Thereafter, if and
23 when possible, it shall return or destroy such Confidential Information and certify
24 compliance. This paragraph does not apply to Confidential Information or copies of
25 documents possessed or obtained outside this litigation or to work product created
26 by counsel for any Party in connection with this Litigation that includes Confidential
27 Information.

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1 24. This Order may be modified by agreement of the Parties, subject to
2 approval by the Court.

3 25. This Order shall survive the termination of this litigation and continue
4 in full force and effect thereafter except that a Party may seek the written permission
5 of the producing party or further order of the Court with respect to dissolution or
6 modification of this Protective Order. The Court shall retain jurisdiction to enforce
7 or modify this Protective Order.

8 26. The Court may modify the terms and conditions of this Order for good
9 cause, or in the interest of justice, or on its own order at any time in these
10 proceedings.

11 27. Any party first making an appearance in this litigation following the
12 execution of this Protective Order shall be bound by the terms hereof.

13 Notwithstanding the foregoing, any subsequently added party may apply to this
14 Court for different protection than that provided herein, which this Court may grant
15 using its own discretion upon a showing of good cause.

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1 DATED: July 5, 2013

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

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By Gary E. Gans¹

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Gary E. Gans

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Attorneys for Plaintiff NFC

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Collections LLC

8 DATED: July 5, 2013

MOSES & SINGER LLP

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By Philippe A. Zimmerman

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Philippe A. Zimmerman

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Attorneys for Defendants Deutsche Bank

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Aktiengesellschaft and Deutsche Bank

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Privat- und Geschäftskunden AG

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DATED: July 5, 2013

CARROLL, BURDICK & McDONOUGH LLP

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By G. David Godwin

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G. David Godwin

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Attorneys for Defendants Deutsche Bank

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Aktiengesellschaft and Deutsche Bank

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Privat- und Geschäftskunden AG

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¹ Pursuant to C.D. Cal. L.R. 5-4.3.4(a)(2)(i), I attest that the e-signatures of
Philippe A. Zimmerman and G. David Godwin on behalf of Defendants were added
with authorization conveyed by email from Mr. Godwin. Defendants' counsel and
Defendants concur in this filing's content and have authorized this filing pursuant to
the authorization conveyed by email from Mr. Godwin.

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ORDER

Having considered the foregoing stipulation (the "Protective Order") by and among Plaintiff NFC Collections LLC and Defendants Deutsche Bank Aktiengesellschaft and Deutsche Bank Privat- und Geschäftskunden AG, and good cause appearing therefor:

IT IS HEREBY ORDERED that the Protective Order shall govern the disclosure and use of Confidential Information (as defined therein) in this action.

IT IS SO ORDERED.

DATED: August 14, 2013

/s/
Honorable Jacqueline Chooljian
United States Magistrate Judge

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EXHIBIT A

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CERTIFICATION

I hereby certify my understanding that Confidential Information is being provided to me pursuant to the terms and restrictions of the Protective Order entered by United States District Court for the Central District of California, case no. CV 12-10718 DDP (JCx), and that I have been given a copy of the Protective Order and agree to be bound by its terms. I understand that all such Confidential Information I may be shown is to be used only for the purposes of this litigation and for no other purpose.

I agree to submit to the jurisdiction of the United States District Court for the Central District of California for enforcement of the undertakings I have made here.

Date: _____
Signature: _____
Print Name: _____