

1 DAVID D. PIPER, CASB No. 179889  
 david.piper@kyl.com  
 2 DAVID A. TONG, CASB No. 238971  
 david.tong@kyl.com  
 3 KEESAL, YOUNG & LOGAN  
 4 A Professional Corporation  
 400 Oceangate, P.O. Box 1730  
 5 Long Beach, California 90801-1730  
 Telephone: (562) 436-2000; Facsimile: (562) 436-7416  
 6 -and-

7 GREGORY M. SUDBURY, *Admitted Pro Hac*  
 gsudbury@qslwm.com  
 8 QUILLING, SELANDER, LOWNDS,  
 WINSLETT & MOSER, P.C.  
 9 2001 Bryan Street, Suite 1800  
 Dallas, Texas 75201  
 Telephone: (214) 880-1878; Facsimile: (214) 871-2111  
 10 Attorneys for Plaintiff  
 JPMORGAN CHASE BANK, N.A.  
 12

13 THOMAS J. RYU, CASB No. 155749  
 tryu@ryufirm.com  
 14 RYU LAW FIRM, APC  
 3435 Wilshire Boulevard, Suite 2050  
 15 Los Angeles, California 90010  
 Telephone: (213) 380-9200; Facsimile: (213) 380-9302  
 16 Attorneys for Defendant  
 MEGA CAPITAL FUNDING, INC.  
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18  
 19 **UNITED STATES DISTRICT COURT**  
 20 **CENTRAL DISTRICT OF CALIFORNIA**  
 21

22	JPMORGAN CHASE BANK, N.A.,	)	Case No. 2:14-cv-01187-GHK-AS
		)	
23	Plaintiff,	)	<del>PROPOSED</del> <b>PROTECTIVE ORDER</b>
		)	
24	vs.	)	
		)	
25	MEGA CAPITAL FUNDING, INC.,	)	
		)	
26	Defendant.	)	
		)	
27		)	

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1           The parties to this Protective Order have agreed to the terms of this Order;  
2 accordingly, it is ORDERED:

3           1.     Good cause exists for the entry of this Protective Order because the  
4 production of financial information related to borrowers who are not parties to this  
5 action is contemplated, and the protection of such information is imperative in order to  
6 safeguard the privacy rights of borrowers whose loans may be relevant to the claims  
7 and defenses of the Parties in this matter.

8           2.     Scope. All materials produced or adduced in the course of disco-  
9 very, including initial disclosures, responses to discovery requests, deposition  
10 testimony and exhibits, and information derived directly therefrom (hereinafter  
11 collectively “documents”), shall be subject to this Order concerning Confidential  
12 Information as defined below. This Order is subject to the Local Rules of this District  
13 and the Federal Rules of Civil Procedure on matters of procedure and calculation of  
14 time periods.

15           3.     Confidential Information. As used in this Order, “Confidential  
16 Information” means information designated as “CONFIDENTIAL-SUBJECT TO  
17 PROTECTIVE ORDER” by the producing party that falls within one or more of the  
18 following categories: (a) information prohibited from disclosure by statute; (b)  
19 information that reveals trade secrets; (c) research, technical, commercial or financial  
20 information that the party has maintained as confidential; (d) personal identity infor-  
21 mation; or (e) personnel, employment, or financial records of a person who is not a party  
22 to the case. Information or documents that are available to the public may not be  
23 designated as Confidential Information.

24           4.     Designation.

25           (a)    A party may designate a document as Confidential Informa-  
26 tion for protection under this Order by placing or affixing the words “CONFIDENTIAL  
27 - SUBJECT TO PROTECTIVE ORDER” on the document and on all copies in a  
28 manner that will not interfere with the legibility of the document. As used in this

1 Order, “copies” includes electronic images, duplicates, extracts, summaries or  
2 descriptions that contain the Confidential Information. The marking “CONFIDEN-  
3 TIAL - SUBJECT TO PROTECTIVE ORDER” shall be applied prior to or at the time  
4 the documents are produced or disclosed. Applying the marking “CONFIDENTIAL -  
5 SUBJECT TO PROTECTIVE ORDER” to a document does not mean that the  
6 document has any status or protection by statute or otherwise except to the extent and  
7 for the purposes of this Order. Any copies that are made of any documents marked  
8 “CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER” shall also be so marked,  
9 except that indices, electronic databases or lists of documents that do not contain  
10 substantial portions or images of the text of marked documents and do not otherwise  
11 disclose the substance of the Confidential Information are not required to be marked.

12 (b) The designation of a document as Confidential Information is  
13 a certification by an attorney, or a party appearing pro se, that the document contains  
14 Confidential Information as defined in this order.

15 5. Depositions.

16 Unless all parties agree on the record at the time the deposition testimony  
17 is taken, all deposition testimony taken in this case shall be treated as Confidential  
18 Information until the expiration of the following: no later than the fourteenth day after  
19 the transcript is delivered to any party or the witness, and in no event later than sixty  
20 days after the testimony was given. Within this time period, a party may serve a Notice  
21 of Designation to all parties of record as to specific portions of the testimony that are  
22 designated Confidential Information, and thereafter only those portions identified in the  
23 Notice of Designation shall be protected by the terms of this Order. The failure to serve  
24 a timely Notice of Designation shall waive any designation of testimony taken in that  
25 deposition as Confidential Information, unless otherwise ordered by the Court.

26 6. Protection of Confidential Material.

27 (a) General Protections. Confidential Information shall not be  
28 used or disclosed by the parties, counsel for the parties or any other persons identified

1 in subparagraph (b) for any purpose whatsoever other than in this litigation, including  
2 any appeal thereof.

3 (b) Limited Third-Party Disclosures. The parties and counsel  
4 for the parties shall not disclose or permit the disclosure of any Confidential Informa-  
5 tion to any third person or entity except as set forth in subparagraphs (1)-(9). Subject to  
6 these requirements, the following categories of persons may be allowed to review  
7 Confidential Information:

8 (1) Counsel. Counsel for the parties and employees of  
9 counsel who have responsibility for the action;

10 (2) Parties. Individual parties and employees of a party;

11 (3) The Court and its personnel;

12 (4) Court Reporters and Recorders. Court reporters and  
13 recorders engaged for depositions;

14 (5) Contractors. Those persons specifically engaged for  
15 the limited purpose of making copies of documents or organizing or processing docu-  
16 ments, including outside vendors hired to process electronically stored documents;

17 (6) Consultants and Experts. Consultants, investigators,  
18 or experts employed by the parties or counsel for the parties to assist in the preparation  
19 and trial of this action but only after such persons have completed the certification  
20 contained in Attachment A, Acknowledgment of Understanding and Agreement to Be  
21 Bound;

22 (7) Witnesses at depositions. During their depositions,  
23 witnesses in this action to whom disclosure is reasonably necessary. Witnesses shall  
24 not retain a copy of documents containing Confidential Information, except witnesses  
25 may receive a copy of all exhibits marked at their depositions in connection with  
26 review of the transcripts.

27 (8) Author or recipient. The author or recipient of the  
28 document (not including a person who received the document in the course of

1 litigation); and

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3 (9) Others by Consent. Other persons only by written  
4 consent of the producing party or upon order of the Court and on such conditions as  
5 may be agreed or ordered.

6 (c) Control of Documents. Counsel for the parties shall make  
7 reasonable efforts to prevent unauthorized or inadvertent disclosure of Confidential  
8 Information. Counsel shall maintain the originals of the forms signed by persons  
9 acknowledging their obligations under this Order for a period of three years after the  
10 termination of the case.

11 7. Inadvertent Failure to Designate. An inadvertent failure to desig-  
12 nate a document as Confidential Information does not, standing alone, waive the right  
13 to so designate the document; provided, however, that a failure to serve a timely Notice  
14 of Designation of deposition testimony as required by this Order, even if inadvertent,  
15 waives any protection for deposition testimony. If a party designates a document as  
16 Confidential Information after it was initially produced, the receiving party, on notifi-  
17 cation of the designation, must make a reasonable effort to assure that the document is  
18 treated in accordance with the provisions of this Order. No party shall be found to have  
19 violated this Order for failing to maintain the confidentiality of material during a time  
20 when that material has not been designated Confidential Information, even where the  
21 failure to so designate was inadvertent and where the material is subsequently desig-  
22 nated Confidential Information.

23 8. Filing of Confidential Information. This Order does not, by  
24 itself, authorize the filing of any document under seal. Any filing of Confidential  
25 Information with the Court under seal must comply with Local Rule 79-5.

26 9. No Greater Protection of Specific Documents. Except on  
27 privilege grounds not addressed by this Order, no party may withhold information from  
28 discovery on the ground that it requires protection greater than that afforded by this

1 Order unless the party moves for an order providing such special protection.

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3 10. Challenges by a Party or Non-Party to Designation as  
4 Confidential Information. Challenges to the designation of Confidential  
5 Information may be made by a party or non-party. Challenges made by a party  
6 shall comply with Local Rule 37.0, et. seq., including the requirement that parties  
7 submit a joint stipulation concerning matters in dispute.

8 11. Action by the Court. Any applications to the Court relating to the  
9 materials or documents designated as Confidential Information shall be in accordance  
10 with the Local Rules.

11 12. Use of Confidential Documents or Information at Trial.  
12 Nothing in this Order shall be construed to affect the use of any document, material, or  
13 information at any trial or hearing. A party that intends to present or that anticipates  
14 that another party may present Confidential information at a hearing or trial shall bring  
15 that issue to the Court's and parties' attention by motion or in a pretrial memorandum  
16 without disclosing the Confidential Information. The Court may thereafter make such  
17 orders as are necessary to govern the use of such documents or information at trial.

18 13. Confidential Information Subpoenaed or Ordered Produced in  
19 Other Litigation.

20 (a) If a receiving party is served with a subpoena or an order  
21 issued in other litigation that would compel disclosure of any material or document  
22 designated in this action as Confidential Information, the receiving party must so notify  
23 the designating party, in writing, immediately and in no event more than three court  
24 days after receiving the subpoena or order. Such notification must include a copy of  
25 the subpoena or court order.

26 (b) The receiving party also must immediately inform in writing  
27 the party who caused the subpoena or order to issue in the other litigation that some or  
28 all of the material covered by the subpoena or order is the subject of this Order. In

1 addition, the receiving party must deliver a copy of this Order promptly to the party in  
2 the other action that caused the subpoena to issue.

3 (c) The purpose of imposing these duties is to alert the interested  
4 persons to the existence of this Order and to afford the designating party in this case an  
5 opportunity to try to protect its Confidential Information in the court from which the  
6 subpoena or order issued. The designating party shall bear the burden and the expense  
7 of seeking protection in that court of its Confidential Information, and nothing in these  
8 provisions should be construed as authorizing or encouraging a receiving party in this  
9 action to disobey a lawful directive from another court. The obligations set forth in this  
10 paragraph remain in effect while the party has in its possession, custody or control  
11 Confidential Information by the other party to this case.

12 14. Obligations on Conclusion of Litigation.

13 (a) Order Continues in Force. Unless otherwise agreed or  
14 ordered, this Order shall remain in force after dismissal or entry of final judgment not  
15 subject to further appeal.

16 (b) Obligations at Conclusion of Litigation. Within sixty-  
17 three days after dismissal or entry of final judgment not subject to further appeal, all  
18 Confidential Information and documents marked “CONFIDENTIAL - SUBJECT TO  
19 PROTECTIVE ORDER” under this Order, including copies as defined in ¶ 3(a), shall  
20 be returned to the producing party unless: (1) the document has been offered into  
21 evidence or filed without restriction as to disclosure; (2) the parties agree to destruction  
22 to the extent practicable in lieu of return; or (3) as to documents bearing the notations,  
23 summations, or other mental impressions of the receiving party, that party elects to  
24 destroy the documents and certifies to the producing party that it has done so.

25 (c) Retention of Work Product and one set of Filed  
26 Documents. Notwithstanding the above requirements to return or destroy documents,  
27 counsel may retain (1) attorney work product, including an index that refers or relates  
28 to designated Confidential Information so long as that work product does not duplicate

1 verbatim substantial portions of Confidential Information, and (2) one complete set of  
2 all documents filed with the Court including those filed under seal. Any retained  
3 Confidential Information shall continue to be protected under this Order. An attorney  
4 may use his or her work product in subsequent litigation, provided that its use does not  
5 disclose or use Confidential Information.

6 (d) Deletion of Documents filed under Seal from Electronic  
7 Case Filing (ECF) System. Filings under seal shall be deleted from the ECF system  
8 only upon order of the Court.

9 15. Order Subject to Modification. This Order shall be subject to  
10 modification by the Court on its own initiative, or by Court Order approving the  
11 parties' stipulation to a modification of the terms of the existing protective order.

12 16. No Prior Judicial Determination. This Order is entered based on  
13 the representations and agreements of the parties and for the purpose of facilitating  
14 discovery. Nothing herein shall be construed or presented as a judicial determination  
15 that any document or material designated Confidential Information by counsel or the  
16 parties is entitled to protection under Rule 26(c) of the Federal Rules of Civil Procedure  
17 or otherwise until such time as the Court may rule on a specific document or issue.

18 17. Persons Bound. This Order shall take effect when entered and  
19 shall be binding upon all counsel of record and their law firms, the parties, and persons  
20 made subject to this Order by its terms.

21  
22 **SO ORDERED.**

23  
24  
25  
26 DATED: June 20, 2014

/s/  
THE HONORABLE ALKA SAGAR  
U.S. MAGISTRATE JUDGE



ATTACHMENT A

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

JPMORGAN CHASE BANK, N.A.,

Plaintiff,

v.

MEGA CAPITAL FUNDING, INC.,

Defendant.

No. 2:14-CV-01187-GHK-AS

**ACKNOWLEDGEMENT AND  
AGREEMENT TO BE BOUND TO  
PROTECTIVE ORDER**

The undersigned hereby acknowledges that he/she has read the Protective Order dated in the above-captioned action and attached hereto, understands the terms thereof, and agrees to be bound by its terms. The undersigned submits to the jurisdiction of the United States District Court for the Central District of California in matters relating to the Protective Order and understands that the terms of the Protective Order obligate him/her to use materials designated as Confidential Information in accordance with the Order solely for the purposes of the above-captioned action, and not to disclose any such Confidential Information to any other person, firm or concern.

The undersigned acknowledges that violation of the Confidentiality Order may result in penalties for contempt of court.

Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Employer: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature