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7 **UNITED STATES DISTRICT COURT**

8 **CENTRAL DISTRICT OF CALIFORNIA**

10 HAYKUHI AVETISYAN, an
11 individual;

12 Plaintiff,

13 vs.

14
15 EXPERIAN INFORMATION
16 SOLUTIONS, INC., an Ohio
17 Corporation; TRANS UNION, LLC, a
18 Delaware Limited Liability Company;
19 BANK OF AMERICA, N.A., a
20 National Association.

19 Defendants.

Case No. CV 14-05276 AB (ASx)

Hon. Alka Sagar, Courtroom 540

**STIPULATED PROTECTIVE
ORDER**

22 IT IS HEREBY STIPULATED by and between Plaintiff Haykuhi Avetisyan
23 (“Plaintiff”) and Defendants Experian Information Solutions, Inc. (“Experian”),
24 Trans Union LLC (“Trans Union”), and Bank of America, N.A. (“BoA”) (collectively
25 “Parties”) through their respective attorneys of record, as follows:
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1 1.

2 A. PURPOSES AND LIMITATIONS

3 Discovery in this action is likely to involve production of confidential,
4 proprietary, or private information for which special protection from public
5 disclosure and from use for any purpose other than prosecuting this litigation may
6 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
7 enter the following Stipulated Protective Order. The parties acknowledge that this
8 Order does not confer blanket protections on all disclosures or responses to
9 discovery and that the protection it affords from public disclosure and use extends
10 only to the limited information or items that are entitled to confidential treatment
11 under the applicable legal principles. The parties further acknowledge, as set forth
12 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to
13 file confidential information under seal; Civil Local Rule 79-5 sets forth the
14 procedures that must be followed and the standards that will be applied when a party
15 seeks permission from the court to file material under seal.

16 B. GOOD CAUSE STATEMENT

17 The Parties seek confidential protection for all documents, testimony,
18 transcripts or other materials in this action produced by any party or non-party and
19 the information contained therein. The documents to be produced by defendants
20 Experian and Trans Union contain critical information regarding their computer
21 systems involved in credit reporting. These defendants' credit-reporting businesses
22 rely on the use of their computer hardware and software. Experian and Trans Union
23 have each worked hard and incurred great cost to update their computer hardware
24 and software to create the best possible credit-reporting system.

25 In order to operate national credit reporting services, defendants, Experian
26 and Trans Union, had to design its unique computer systems to process information
27 received from tens of thousands of diverse lenders and other entities involved in the
28 credit industry, from the public record and from other sources. Extremely

1 sophisticated and unique computer software design was necessary to allow these
2 defendants to process that information in the form of credit reports as accurately as
3 possible when a customer applies for credit. Defendants Experian and Trans Union
4 have each spent hundreds of millions of dollars and countless hours of employee
5 time developing their unique and sophisticated computer systems.

6 The sophistication of Experian and Trans Union’s computer systems are
7 major advantages for each in the marketplace. Were information about their highly
8 sophisticated computer systems to get into the hands of its competitors, it would
9 enable the competitors to enhance their own systems and, in so doing, remove the
10 marketing edge currently enjoyed by them. Similarly, were information about their
11 design and workings to get into the hands of a would-be competitor, it would greatly
12 facilitate that would-be competitor's efforts to develop its own sophisticated
13 computer system. Each of these would have a serious financial impact on Experian
14 and Trans Union. Were this same type of information to get into criminal hands, it
15 would facilitate the efforts of those who seek to improperly access these defendants’
16 files on consumers and perpetrate identity fraud. It would also facilitate the efforts
17 of those who seek to make changes to information in consumers’ files. In addition
18 to impairing the privacy of consumers, such actions could lead to a loss of
19 confidence in defendants, Experian and Trans Union. This loss of confidence,
20 critical in the credit reporting business, could put Experian and Trans Union out of
21 business.

22 Additionally, BoA anticipates that it will be producing information containing
23 valuable commercial, financial, and/or proprietary information for which special
24 protection from public disclosure and from use for any purpose other than
25 prosecution and defense of this action is warranted. Such confidential and
26 proprietary materials and information consist of, among other things, confidential
27 business or financial information, information regarding confidential business
28 practices, or other confidential research, development, or commercial information

1 (including information implicating privacy rights of third parties).

2 Finally, Plaintiff and Defendants will be disclosing Plaintiff's sensitive
3 personal information, and confidential information of other individuals may also be
4 disclosed. It is extremely important that this information remain protected and not
5 be readily available due to the dangers of identity theft.

6 2. DEFINITIONS

7 2.1 Action: *Haykuhi Avetisyan v. Experian Information Solutions,*
8 *Inc., at el.*, pending in the United States District Court for the Central District of
9 California, Case No. 2:14-cv-05276-AB-AS.

10 2.2 Challenging Party: a Party or Non-Party that challenges the
11 designation of information or items under this Order.

12 2.3 "CONFIDENTIAL" Information or Items: information
13 (regardless of how it is generated, stored or maintained) or tangible things that
14 qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified
15 above in the Good Cause Statement.

16 2.4 Counsel: Outside Counsel of Record and House Counsel (as
17 well as their support staff).

18 2.5 Designating Party: a Party or Non-Party that designates
19 information or items that it produces in disclosures or in responses to discovery as
20 "CONFIDENTIAL."

21 2.6 Disclosure or Discovery Material: all items or information,
22 regardless of the medium or manner in which it is generated, stored, or maintained
23 (including, among other things, testimony, transcripts, and tangible things), that are
24 produced or generated in disclosures or responses to discovery in this matter.

25 2.7 Expert: a person with specialized knowledge or experience in a
26 matter pertinent to the litigation who has been retained by a Party or its counsel to
27 serve as an expert witness or as a consultant in this Action.

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1 2.8 House Counsel: attorneys who are employees of a party to this
2 Action. House Counsel does not include Outside Counsel of Record or any other
3 outside counsel.

4 2.9 Non-Party: any natural person, partnership, corporation,
5 association, or other legal entity not named as a Party to this action.

6 2.10 Outside Counsel of Record: attorneys who are not employees of
7 a party to this Action but are retained to represent or advise a party to this Action
8 and have appeared in this Action on behalf of that party or are affiliated with a law
9 firm which has appeared on behalf of that party, and includes support staff.

10 2.11 Party: any party to this Action, including all of its officers,
11 directors, employees, consultants, retained experts, and Outside Counsel of Record
12 (and their support staffs).

13 2.12 Producing Party: a Party or Non-Party that produces Disclosure
14 or Discovery Material in this Action.

15 2.13 Professional Vendors: persons or entities that provide litigation
16 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)
18 and their employees and subcontractors.

19 2.14 Protected Material: any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL.”

21 2.15 Receiving Party: a Party that receives Disclosure or Discovery
22 Material from a Producing Party.

23 3. SCOPE

24 The protections conferred by this Stipulation and Order cover not only
25 Protected Material (as defined above), but also (1) any information copied or
26 extracted from Protected Material; (2) all copies, excerpts, summaries, or
27 compilations of Protected Material; and (3) any testimony, conversations, or
28 presentations by Parties or their Counsel that might reveal Protected Material.

1 Any use of Protected Material at trial shall be governed by the orders of the
2 trial judge. This Order does not govern the use of Protected Material at trial.

3 4. DURATION

4 Even after final disposition of this litigation, the confidentiality obligations
5 imposed by this Order shall remain in effect until a Designating Party agrees
6 otherwise in writing or a court order otherwise directs. Final disposition shall be
7 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
8 or without prejudice; and (2) final judgment herein after the completion and
9 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
10 including the time limits for filing any motions or applications for extension of time
11 pursuant to applicable law.

12 5. DESIGNATING PROTECTED MATERIAL

13 5.1 Exercise of Restraint and Care in Designating Material for
14 Protection. Each Party or Non-Party that designates information or items for
15 protection under this Order must take care to limit any such designation to specific
16 material that qualifies under the appropriate standards. The Designating Party must
17 designate for protection only those parts of material, documents, items, or oral or
18 written communications that qualify so that other portions of the material,
19 documents, items, or communications for which protection is not warranted are not
20 swept unjustifiably within the ambit of this Order.

21 Mass, indiscriminate, or routinized designations are prohibited. Designations
22 that are shown to be clearly unjustified or that have been made for an improper
23 purpose (e.g., to unnecessarily encumber the case development process or to impose
24 unnecessary expenses and burdens on other parties) may expose the Designating
25 Party to sanctions.

26 If it comes to a Designating Party's attention that information or items that it
27 designated for protection do not qualify for protection that Designating Party must
28 promptly notify all other Parties that it is withdrawing the inapplicable designation.

1 5.2 Manner and Timing of Designations. Except as otherwise
2 provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as
3 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for
4 protection under this Order must be clearly so designated before the material is
5 disclosed or produced.

6 Designation in conformity with this Order requires:

7 (a) for information in documentary form (e.g., paper or electronic
8 documents, but excluding transcripts of depositions or other pretrial or trial
9 proceedings), that the Producing Party affix at a minimum, the legend
10 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page
11 that contains protected material. If only a portion or portions of the material
12 on a page qualifies for protection, the Producing Party also must clearly
13 identify the protected portion(s) (e.g., by making appropriate markings in the
14 margins).

15 A Party or Non-Party that makes original documents available for
16 inspection need not designate them for protection until after the inspecting
17 Party has indicated which documents it would like copied and produced.
18 During the inspection and before the designation, all of the material made
19 available for inspection shall be deemed “CONFIDENTIAL.” After the
20 inspecting Party has identified the documents it wants copied and produced,
21 the Producing Party must determine which documents, or portions thereof,
22 qualify for protection under this Order. Then, before producing the specified
23 documents, the Producing Party must affix the “CONFIDENTIAL legend” to
24 each page that contains Protected Material. If only a portion or portions of the
25 material on a page qualifies for protection, the Producing Party also must
26 clearly identify the protected portion(s) (e.g., by making appropriate markings
27 in the margins).

1 (b) for testimony given in depositions that the Designating Party
2 identify the Disclosure or Discovery Material on the record, before the close
3 of the deposition all protected testimony.

4 (c) for information produced in some form other than documentary
5 and for any other tangible items, that the Producing Party affix in a prominent
6 place on the exterior of the container or containers in which the information is
7 stored the legend “CONFIDENTIAL.” If only a portion or portions of the
8 information warrants protection, the Producing Party, to the extent
9 practicable, shall identify the protected portion(s).

10 5.3 Inadvertent Failures to Designate. If timely corrected, an
11 inadvertent failure to designate qualified information or items does not, standing
12 alone, waive the Designating Party's right to secure protection under this Order for
13 such material. Upon timely correction of a designation, the Receiving Party must
14 make reasonable efforts to assure that the material is treated in accordance with the
15 provisions of this Order.

16 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

17 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
18 designation of confidentiality at any time that is consistent with the Court’s
19 Scheduling Order.

20 6.2 Meet and Confer. The Challenging Party shall initiate the
21 dispute resolution process under Local Rule 37.1 *et seq.*

22 6.3 The burden of persuasion in any such challenge proceeding shall
23 be on the Designating Party. Frivolous challenges, and those made for an improper
24 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
25 parties) may expose the Challenging Party to sanctions. Unless the Designating
26 Party has waived or withdrawn the confidentiality designation, all parties shall
27 continue to afford the material in question the level of protection to which it is
28 entitled under the Producing Party’s designation until the Court rules on the

1 challenge.

2 7. ACCESS TO AND USE OF PROTECTED MATERIAL

3 7.1 Basic Principles. A Receiving Party may use Protected Material
4 that is disclosed or produced by another Party or by a Non-Party in connection with
5 this Action only for prosecuting, defending, or attempting to settle this Action. Such
6 Protected Material may be disclosed only to the categories of persons and under the
7 conditions described in this Order. When the Action has been terminated, a
8 Receiving Party must comply with the provisions of section 13 below (FINAL
9 DISPOSITION). Protected Material must be stored and maintained by a Receiving
10 Party at a location and in a secure manner that ensures that access is limited to the
11 persons authorized under this Order.

12 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
13 otherwise ordered by the court or permitted in writing by the Designating Party, a
14 Receiving Party may disclose any information or item designated
15 “CONFIDENTIAL” only to:

16 (a) the Receiving Party's Outside Counsel of Record in this Action,
17 as well as employees of said Outside Counsel of Record to whom it is
18 reasonably necessary to disclose the information for this Action;

19 (b) the officers, directors, and employees (including House
20 Counsel) of the Receiving Party to whom disclosure is reasonably necessary
21 for this Action;

22 (c) Experts (as defined in this Order) of the Receiving Party to
23 whom disclosure is reasonably necessary for this Action and who have signed
24 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (d) the court and its personnel;

26 (e) court reporters and their staff;

27 (f) professional jury or trial consultants, mock jurors, and

28 Professional Vendors to whom disclosure is reasonably necessary for this

1 Action and who have signed the “Acknowledgment and Agreement to Be
2 Bound” (Exhibit A);

3 (g) the author or recipient of a document containing the information
4 or a custodian or other person who otherwise possessed or knew the
5 information;

6 (h) during their depositions, witnesses, and attorneys for witnesses,
7 in the Action to whom disclosure is reasonably necessary provided: (1) the
8 deposing party requests that the witness sign the form attached as Exhibit 1
9 hereto; and (2) they will not be permitted to keep any confidential information
10 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit
11 A), unless otherwise agreed by the Designating Party or ordered by the court.

12 Pages of transcribed deposition testimony or exhibits to depositions that
13 reveal Protected Material may be separately bound by the court reporter and
14 may not be disclosed to anyone except as permitted under this Stipulated
15 Protective Order; and

16 (i) any mediator or settlement officer, and their supporting
17 personnel, mutually agreed upon by any of the parties engaged in settlement
18 discussions.

19 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
20 PRODUCED IN OTHER LITIGATION

21 If a Party is served with a subpoena or a court order issued in other litigation
22 that compels disclosure of any information or items designated in this Action as
23 “CONFIDENTIAL,” that Party must:

24 (a) promptly notify in writing the Designating Party. Such
25 notification shall include a copy of the subpoena or court order;

26 (b) promptly notify in writing the party who caused the subpoena or
27 order to issue in the other litigation that some or all of the material covered by
28 the subpoena or order is subject to this Protective Order. Such notification

1 shall include a copy of this Stipulated Protective Order; and

2 (c) cooperate with respect to all reasonable procedures sought to be
3 pursued by the Designating Party whose Protected Material may be affected.

4 If the Designating Party timely seeks a protective order, the Party served with
5 the subpoena or court order shall not produce any information designated in this
6 action as “CONFIDENTIAL” before a determination by the court from which the
7 subpoena or order issued, unless the Party has obtained the Designating Party’s
8 permission. The Designating Party shall bear the burden and expense of seeking
9 protection in that court of its confidential material and nothing in these provisions
10 should be construed as authorizing or encouraging a Receiving Party in this Action
11 to disobey a lawful directive from another court.

12 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
13 PRODUCED IN THIS LITIGATION

14 (a) The terms of this Order are applicable to information produced
15 by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such
16 information produced by Non-Parties in connection with this litigation is
17 protected by the remedies and relief provided by this Order. Nothing in these
18 provisions should be construed as prohibiting a Non-Party from seeking
19 additional protections.

20 (b) In the event that a Party is required, by a valid discovery request,
21 to produce a Non-Party’s confidential information in its possession, and the
22 Party is subject to an agreement with the Non-Party not to produce the Non-
23 Party’s confidential information, then the Party shall:

24 (1) promptly notify in writing the Requesting Party and the
25 Non-Party that some or all of the information requested is subject to a
26 confidentiality agreement with a Non-Party;

27 (2) promptly provide the Non-Party with a copy of the
28 Stipulated Protective Order in this Action, the relevant discovery

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request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever

1 procedure may be established in an e-discovery order that provides for production
2 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
3 (e), insofar as the parties reach an agreement on the effect of disclosure of a
4 communication or information covered by the attorney-client privilege or work
5 product protection, the parties may incorporate their agreement in the stipulated
6 protective order submitted to the court.

7 12. MISCELLANEOUS

8 12.1 Right to Further Relief. Nothing in this Order abridges the right
9 of any person to seek its modification by the Court in the future.

10 12.2 Right to Assert Other Objections. By stipulating to the entry of
11 this Protective Order no Party waives any right it otherwise would have to object to
12 disclosing or producing any information or item on any ground not addressed in this
13 Stipulated Protective Order. Similarly, no Party waives any right to object on any
14 ground to use in evidence of any of the material covered by this Protective Order.

15 12.3 Filing Protected Material. A Party that seeks to file under seal
16 any Protected Material must comply with Civil Local Rule 79-5. Protected Material
17 may only be filed under seal pursuant to a court order authorizing the sealing of the
18 specific Protected Material at issue. If a Party's request to file Protected Material
19 under seal is denied by the court, then the Receiving Party may file the information
20 in the public record unless otherwise instructed by the court.

21 13. FINAL DISPOSITION

22 After the final disposition of this Action, as defined in paragraph 4, within 60
23 days of a written request by the Designating Party, each Receiving Party must return
24 all Protected Material to the Producing Party or destroy such material. As used in
25 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
26 summaries, and any other format reproducing or capturing any of the Protected
27 Material. Whether the Protected Material is returned or destroyed, the Receiving
28 Party must submit a written certification to the Producing Party (and, if not the same

1 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
2 (by category, where appropriate) all the Protected Material that was returned or
3 destroyed and (2) affirms that the Receiving Party has not retained any copies,
4 abstracts, compilations, summaries or any other format reproducing or capturing any
5 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
6 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
7 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
8 reports, attorney work product, and consultant and expert work product, even if such
9 materials contain Protected Material. Any such archival copies that contain or
10 constitute Protected Material remain subject to this Protective Order as set forth in
11 Section 4 (DURATION).

12 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
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15 DATED: November 2, 2015

LAW OFFICES OF AIDAN BUTLER

17
18 By: /s/ Aidan Butler

Aidan Butler

19 Attorney for Plaintiff Haykuhi Avetisyan
20

21 DATED: November 2, 2015

MUSICK, PEELER & GARRETT LLP

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23
24 By: /s/ Donald E. Bradley

25 Donald E. Bradley

26 Attorneys for Defendant Trans Union LLC
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1 DATED: November 2, 2015 JONES DAY

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By: /s/ Angela M. Taylor
Angela M. Taylor
Attorney for Defendant Experian
Information Solutions, Inc.

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8 DATED: November 2, 2015 REED SMITH LLP

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By: /s/ Raagini Shah
Raagini Shah
Attorney for Defendant Bank of America,
N.A.

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15 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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DATED: November 3, 2015 /s/ Alka Sagar
Hon. Alka Sagar
United States Magistrate Judge

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EXHIBIT "A"

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____,

My address is _____,

declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ in the case of *Haykuhi Avetisyan v. Experian Information Solutions, Inc., et al.*, Case No. 2:14-cv-05276-AB-AS. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____