

NOTE: CHANGES MADE BY THE COURT

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FIRST NATIONAL COLLECTION BUREAU, INC.

6
 7 **UNITED STATES DISTRICT COURT**
 8 **CENTRAL DISTRICT OF CALIFORNIA**
 9

10
 11 **MIKE MARQUEZ, Individually and On**
 12 **Behalf of All Others Similarly Situated,**

13 **Plaintiff,**

14 **vs.**

15 **FIRST NATIONAL COLLECTION**
BUREAU, INC.

16 **Defendant.**

Case No: 2:14-cv-06252-DMG-PLA

STIPULATED PROTECTIVE ORDER

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1 information designated “CONFIDENTIAL” or “CONFIDENTIAL--
2 ATTORNEYS’ EYES ONLY”.

3 B. Any person (i.e., any individual or entity) designating documents, testimony,
4 or other information as “CONFIDENTIAL” or “CONFIDENTIAL--
5 ATTORNEYS’ EYES ONLY” hereunder asserts that he, she, or it believes
6 in good faith that such material is his, her, or its Confidential Information
7 which is not otherwise available to the public generally, or is Confidential
8 Information which the person believes is or may be encompassed by a pre-
9 existing confidentiality agreement with any other person.

10 C. “Confidential Information” is defined as documents, material, or testimony
11 that is private or constitutes and/or relates to (a) trade secrets; (b) business
12 strategies, decisions, and/or negotiations; (c) financial, budgeting, and/or
13 accounting information; (d) customer information, including prospective
14 customers; and (e) marketing studies, proformas, projections, and similar
15 information relating to the value and/or potential value of stock, science and
16 technology, and/or other assets or liabilities.

17 D. Confidential Information ordinarily should be designated as
18 “CONFIDENTIAL” rather than “CONFIDENTIAL--ATTORNEYS’ EYES
19 ONLY.” A “CONFIDENTIAL--ATTORNEYS’ EYES ONLY” designation
20 is appropriate only where the Confidential Information is so extremely
21 sensitive in the context of this case that there is a real danger that the party
22 producing the information could be prejudiced if the information is disclosed
23 under the protection provided by a “CONFIDENTIAL” designation.
24 Examples of information warranting a “CONFIDENTIAL--ATTORNEYS’
25 EYES ONLY” designation are documents which contain, disclose, or reflect
26 trade secrets, sensitive customer information, business and marketing plans
27 and information, or similarly competitively sensitive information.

28 E. Nothing in this Order and no party’s designation of any document or

1 information as “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’
2 EYES ONLY” shall be construed to constrain, preclude, or otherwise affect
3 in any manner the independent research and development, marketing,
4 product development, or other technical activities of the parties.

5 F. Nothing in this Order and no party’s designation of any document as
6 “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’ EYES ONLY”
7 shall be construed to constrain, preclude, or otherwise affect the use
8 (including the ability to include the document or information in papers not
9 filed under seal) of another party’s documents which are duplicates of such
10 designated documents provided that such duplicate documents were lawfully
11 obtained by such party through means independent of the discovery process.

12 G. A party’s failure to designate a document as its Confidential Information
13 where the document was produced by another party and designated by the
14 producing party as that party’s Confidential Information shall not be
15 construed to waive the non-designating party’s claim, with respect to present
16 and future litigation between these or other parties, that the document
17 contains the non-designating party’s Confidential Information.

18 **II. DESIGNATION OF DOCUMENTS AND DEPOSITIONS AS**

19 **“CONFIDENTIAL” OR “CONFIDENTIAL--ATTORNEYS’ EYES ONLY”:**

20 A. Designation of a document as “CONFIDENTIAL” by the producing party
21 shall be made by conspicuously stamping or writing “CONFIDENTIAL” on
22 each page thereof.

23 B. Designation of a document as “CONFIDENTIAL--ATTORNEYS’ EYES
24 ONLY” by the producing party shall be made by conspicuously stamping or
25 writing “CONFIDENTIAL--ATTORNEYS’ EYES ONLY” on each page
26 thereof.

27 C. Designation of a deposition or other pretrial testimony, or portions thereof,
28 as “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’ EYES

1 ONLY” shall be made by a statement on the record by counsel for the party
2 or other person making the claim of confidentiality at the time of such
3 testimony. The portions of depositions so designated as
4 “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’ EYES ONLY”
5 shall be taken only in the presence of persons qualified to receive such
6 information pursuant to the terms of this Protective Order, the court reporter,
7 the deponent, and the deponent’s attorney. Failure of any person to comply
8 with a request to leave the deposition room will constitute sufficient
9 justification for the witness to refuse to answer any question calling for
10 disclosure of Confidential Information so long as persons not entitled by this
11 Protective Order to have access to such information are in attendance.
12 Thereafter, any counsel may reopen the deposition into areas which the
13 witness refused to answer after bringing a motion for protective order to
14 resolve whether the person who refused to leave the deposition should be
15 allowed to be present during questioning. After resolution of said motion,
16 counsel shall be allowed to continue said deposition with respect to the
17 questions, and lines of questioning, which the deponent refused to answer,
18 though the court may order that the deposition continue outside the presence
19 of the person who refused to leave the initial deposition. The applicable
20 portions of such deposition transcripts shall be clearly marked
21 “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEYS’ EYES ONLY”
22 on each page containing the Confidential Information.

23 D. Any party may designate documents or portions of deposition transcripts as
24 containing Confidential Information even if not initially marked as
25 “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’ EYES ONLY”
26 in accordance with the terms of this Protective Order by so advising counsel
27 for each party in writing within twenty-one (21) calendar days of the receipt
28 of the document or deposition transcript which he, she, or it wishes to

1 designate as Confidential Information. Thereafter each such document or
2 transcript shall be treated in accordance with the terms of this Protective
3 Order. Any person served with written notice of any such designation of
4 previously produced documents or deposition transcripts as containing
5 Confidential Information shall thereafter treat such information as if it had
6 been designated as “CONFIDENTIAL” or “CONFIDENTIAL--
7 ATTORNEYS’ EYES ONLY” at the time he, she, or it first received it in
8 connection with this action and shall mark all copies of such documents in
9 his, her, or its possession accordingly.

10 **III. LIMITATIONS ON DISCLOSURE OF CONFIDENTIAL INFORMATION:**

- 11 A. No Confidential Information shall be disclosed by anyone receiving such
12 information to anyone other than those persons designated herein, and in no
13 event shall Confidential Information be used, either directly or indirectly, by
14 anyone receiving such information for any business, commercial or
15 competitive purpose or for any purpose whatsoever other than the
16 preparation for or trial of this action in accordance with the provisions of this
17 Protective Order.
- 18 B. Confidential Information designated “CONFIDENTIAL” shall not be
19 disclosed by any person who has received such information through
20 discovery in this action to any other person except to:
- 21 1. Retained counsel for any party to this action and their respective
22 associates, clerks and employees involved in the conduct of this
23 litigation, but not including in-house counsel to either party, defined
24 as counsel regularly employed or paid by, or associated with, a party,
25 and/or whose offices are located within any premises of a party;
 - 26 2. The parties hereto, and their present officers, directors and employees;
 - 27 3. Outside experts and consultants retained by a party for the purpose of
28 preparing or assisting in this litigation, and their respective clerks and

1 employees involved in assisting them in this litigation, to the extent
2 deemed necessary by counsel;

3 4. Any person who actually was involved in the preparation of the
4 document or who appears on the face of the document as the author,
5 addressee, or other recipient or currently is affiliated with the party
6 that produced or appears to have prepared said document;

7 5. Court reporters and similar personnel, provided further that
8 Confidential Information filed with the Clerk of the Court shall be
9 sealed subject to release only by order of the Court or agreement of
10 counsel;

11 6. Deponents with respect to whom the attorney for the examining party
12 believes in good faith that disclosure of Confidential Information
13 should be made in order to conduct relevant examination of such
14 deponent on topics about which the attorney in good faith believes the
15 deponent may have relevant information. In the case of a deponent
16 who was not an author or recipient of the Confidential Information,
17 and who has not previously agreed to be bound by the terms of this
18 Order, the attorney conducting the examination shall limit disclosure
19 of confidential information by any means practicable (i.e., redaction
20 or severance of non-relevant portions) to only that which is in good
21 faith required to conduct a meaningful examination of the witness,
22 and shall show all counsel a copy of said redacted document before
23 showing it to the witness. Any violation of this provision, or
24 objection by counsel to showing the document to the witness, shall
25 entitle the objecting party to suspend the deposition as to the
26 Confidential Information at issue and any lines of questioning relating
27 to the Confidential Information at issue, and to apply to the Court for
28 a further Protective Order or other appropriate relief;

1 7. Any other person, either with the prior written consent of the party
2 who has designated such information as confidential or pursuant to a
3 Court order; or

4 8. The jury, judge and court personnel.

5 C. Confidential Information designated “CONFIDENTIAL--ATTORNEYS’
6 EYES ONLY” shall not be disclosed by any person who has received such
7 information through discovery in this action to any other person except to:

- 8 1. Retained counsel for any party to this action and their respective
9 associates, clerks and employees involved in the conduct of this
10 litigation, but not including in-house counsel to either party, defined
11 as counsel regularly employed or paid by, or associated with, a party,
12 and/or whose offices are located within any premises of a party;
- 13 2. Outside experts and outside consultants assisting in this litigation, and
14 their respective clerks and employees involved in assisting them in
15 this litigation, to the extent deemed necessary by counsel;
- 16 3. Any person who actually was involved in the preparation of the
17 document or who appears on the face of document as the author,
18 addressee, or other recipient, or is currently affiliated with the party
19 that produced or appears to have prepared said document;
- 20 4. Court reporters and similar personnel, provided further that
21 Confidential Information filed with the Clerk of the Court shall be
22 sealed subject to release only by order of the Court or agreement of
23 counsel;
- 24 5. Deponents with respect to whom the attorney for the examining party
25 believes in good faith that disclosure of Confidential Information
26 should be made in order to conduct relevant examination of such
27 deponent on topics about which the attorney in good faith believes the
28 deponent may have relevant information. In the case of a deponent

1 who was not an author or recipient of the Confidential Information,
2 and who has not previously agreed to be bound by the terms of this
3 Order, the attorney conducting the examination shall limit disclosure
4 of confidential information by any means practicable (i.e., redaction
5 or severance of non-relevant portions) to only that which is in good
6 faith required to conduct a meaningful examination of the witness,
7 and shall show all counsel a copy of said redacted document before
8 showing it to the witness. Any violation of this provision, or
9 objection by counsel to showing the document to the witness, shall
10 entitle the objecting party to suspend the deposition as to the
11 Confidential Information at issue and any lines of questioning relating
12 to the Confidential Information at issue, and to apply to the Court for
13 a further Protective Order or other appropriate relief;

14 6. Any other person, either with the prior written consent of the party
15 who has designated such information as confidential or pursuant to a
16 Court order; or

17 7. The jury, judge and court personnel.

18 D. Before any person described in paragraphs 3(b)(iii), 3(b)(vii), 3(c)(ii) or
19 3(c)(vi) receives or is shown any document or information which has been
20 designated as confidential, such person shall be given a copy of this
21 Protective Order and shall agree in writing, in the form of the “Agreement to
22 be Bound By Terms Of The Protective Order” attached hereto as Exhibit A,
23 to be bound by the terms hereof. The original of each such
24 Acknowledgment and Agreement shall be maintained by counsel, and
25 transmitted by facsimile to all other counsel of record. If any counsel
26 objects to showing the signatory documents subject to this Order, the
27 objecting party shall give facsimile notice of its objections and the grounds
28 therefore and shall have five business days to file and serve a motion for

1 protective order. If no objection is raised or no motion for protective order
2 is filed and served within five days thereafter, all objections to showing the
3 signatory documents shall be waived and the signatory may be shown the
4 documents subject to this Order. If the person does not so agree, the person
5 may not be shown the document until after a motion for protective order is
6 brought and an order obtained preventing the person from misusing any
7 information in the document.

8 E. Nothing in this Protective Order shall be construed to require execution of
9 the written Acknowledgement and Agreement referred to in paragraph 3(d)
10 above, or to prevent disclosure of Confidential Information, by the party
11 producing and designating such Confidential Information, or by any
12 employee of such party.

13 F. Nothing in this Protective Order shall prevent counsel for either party from
14 summarizing or discussing in general terms the nature of documents
15 designated as “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’
16 EYES ONLY” with representatives of their respective clients, outside
17 experts and consultants, deponents or potential witnesses, provided such
18 summary or discussion does not disclose, in any way, the substance of the
19 document so designated, the Confidential Information contained therein,
20 and/or trade secret information of another party.

21 **IV. FILE UNDER SEAL:**

22 All Confidential Information filed with the Court prior to Trial, and any pleading
23 or other paper containing Confidential Information shall be filed under seal and marked:

24 “CONFIDENTIAL INFORMATION. This envelope contains
25 documents that are subject to a Protective Order of this Court
26 and shall not be opened or unsealed by anyone except the Court
27 or its staff, without the prior written consent of counsel for the
28 parties hereto or pursuant to order of this Court. If the contents
of this envelope are so unsealed, they shall thereafter be
resealed.”

1 The envelope shall not be opened without further order of the Court.

2 Nothing shall be filed under seal, and the Court shall not be required to take any
3 action, without a separate prior order by the Judge before whom the hearing or
4 proceeding will take place, after application by the affected party with appropriate notice
5 to opposing counsel setting for the Good Cause to file the documents under seal.

6 Any documents filed in connection with Trial shall become a part of the public
7 record in this matter.

8 **V. CHALLENGE TO CONFIDENTIALITY DESIGNATION:**

9 Any party who disagrees with the designation by a party of a document or other
10 information as “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’ EYES
11 ONLY” shall comply with Local Rule 37 relative to Discovery disputes. Pursuant to
12 Local Rule 37, prior to bringing any Discovery dispute to the Court, the party who
13 objects to any other party’s designation of documents or other information as
14 “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’ EYES ONLY” shall notify
15 the other party in writing of the objection. The interested parties or other persons shall
16 attempt to resolve such disagreements before submitting them to the Court. Pending
17 resolution of any dispute concerning such designation, all parties and persons governed
18 by this Protective Order shall treat as “CONFIDENTIAL” or “CONFIDENTIAL--
19 ATTORNEYS’ EYES ONLY” all documents and information previously designated as
20 “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’ EYES ONLY” under the
21 terms of this Protective Order. If a challenge to any confidentiality designation is
22 brought, the party or person asserting that a document or other information is properly
23 designated as “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’ EYES
24 ONLY” shall bear the burden of proving that the document or other information is
25 Confidential Information. Any challenge that needs to be submitted under seal must set
26 forth good cause for why the challenge should be filed under seal.

27 **VI. SURVIVAL OF ORDER - RETURN OF DOCUMENTS:**

28 A. The provisions of this Order shall continue in effect until otherwise ordered

1 by the Court after notice and an opportunity to be heard is afforded to the
2 parties to this action. The final determination or settlement of this action
3 shall not relieve any person who has received Confidential Information or
4 agreed to be bound by the terms of this Protective Order of his, her, or its
5 obligations hereunder. This Court shall retain jurisdiction after such final
6 determination or settlement to enforce the provisions of this Order. Upon
7 completion of the litigation, all documents (including copies of documents)
8 containing Confidential Information shall be destroyed or returned to
9 counsel for the producing party, except that the parties' respective attorneys
10 of record may retain one copy of each such document for use in connection
11 with any disputes which may arise under the Court's retention of jurisdiction
12 as provided for herein. Within sixty days of the conclusion of this litigation,
13 the attorneys for the receiving party shall notify the attorneys for the
14 producing party that such return or destruction occurred.

15 B. Except as provided in Sections 4 or 7 hereof, documents or things containing
16 the other party's Confidential Information shall at all times be in the
17 physical possession of those persons qualifying under Section 3 hereunder,
18 or kept by counsel of record either at the premises regularly maintained by
19 such counsel of record as and for their respective law offices, or otherwise in
20 their sole custody or control.

21 **VII. USE OF OWN DOCUMENTS BY PRODUCING PARTY:**

22 Nothing in this Protective Order shall limit the use by any party or other person of
23 his, her or its own document(s) or information, or any other documents or information
24 obtained independently of discovery, even if such document(s) or information have been
25 designated as "CONFIDENTIAL" or "CONFIDENTIAL--ATTORNEYS' EYES
26 ONLY."

27 **VIII. APPLICATIONS TO COURT:**

28 A. This Protective Order shall not preclude or limit any party's right to oppose

1 or object to discovery on any ground which otherwise would be available.
2 This Protective Order shall not preclude or limit any party's right to seek in
3 camera review or to seek further and additional protection against or
4 limitation upon production or dissemination of information produced in
5 response to discovery, including documents and their contents.

6 B. Any person to or by whom disclosure or inspection is made in violation of
7 this Protective Order, and who has knowledge of this Protective Order, shall
8 be bound by the terms hereof.

9 C. The parties hereby, and all other persons who receive Confidential
10 Information pursuant hereto, agree that any party or other person injured by
11 a violation of this Order does not have an adequate remedy at law and that
12 an injunction against such violation is an appropriate remedy. In the event
13 any person shall violate or threaten to violate any terms of this Order, the
14 parties agree that the aggrieved party may immediately apply to obtain
15 injunctive relief against any such person. In the event the aggrieved party
16 shall do so, the respondent person subject to the provisions of this Order
17 shall not employ as a defense thereto the claim that the aggrieved party has
18 an adequate remedy at law. Any persons subject to the terms of this Order
19 agree that this Court shall retain jurisdiction over it and them for the
20 purposes of enforcing this Order. The remedies set forth in this Section 8(c)
21 are not exclusive to any other remedies that an aggrieved party may elect to
22 pursue.

23 **IX. NO ADMISSIONS:**

24 Neither entering into this Stipulation for Protective Order nor receiving any
25 documents or other information designated as "CONFIDENTIAL" or
26 "CONFIDENTIAL--ATTORNEYS' EYES ONLY" shall be construed as an agreement
27 or admission (1) that any document or information designated as "CONFIDENTIAL" or
28 "CONFIDENTIAL--ATTORNEYS' EYES ONLY" is in fact Confidential Information;

1 (2) as to the correctness or truth of any allegation made or position taken relative to any
2 matter designated as “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’ EYES
3 ONLY;” or (3) as to the authenticity, competency, relevancy, or materiality of any
4 information or document designated as “CONFIDENTIAL” or “CONFIDENTIAL--
5 ATTORNEYS’ EYES ONLY.” This Order is not intended to modify or waive the
6 provisions of the California Rules of Civil Procedure or of the California Rules of
7 Evidence. This Order does not require the production of documents or information that
8 would otherwise be non-discoverable.

9 **X. SUBPOENA BY OTHER COURTS OR AGENCIES:**

10 If another court or an administrative agency subpoenas or orders production of
11 “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEYS’ EYES ONLY” documents
12 which a party has obtained under the terms of this Order, before complying with such
13 subpoenas or orders, such party shall promptly notify the party or other person who
14 designated the documents of the pendency of such subpoena or order.

15 **XI. MODIFICATION - FURTHER AGREEMENTS:**

16 Nothing contained herein shall preclude any party from seeking from the Court
17 modification of this Order upon proper notice or preclude the parties from entering into
18 other written agreements designed to protect Confidential Information.

19 Further, the Court may modify the protective order in the interests of justice or for
20 public policy reasons.

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1 **XII. COUNTERPARTS:**

2 This Stipulation for Protective Order may be executed in counterparts, each of
3 which shall be deemed an original and which together shall constitute one instrument.

4 I hereby consent to the form, substance of this agreement and consent to entry of
5 this agreement as an order.

6 DATED: March 9, 2015

GORDON & REES, LLP

7
8 By: s/Sean P. Flynn
9 Sean P. Flynn
10 Attorneys for Defendant
11 First National Collection Bureau, Inc.


12 DATED: March 9, 2015

KAZEROUNI LAW GROUP, APC

13
14 By: s/Mona Amini
15 Abbas Kazerounian
16 Mona Amini
17 Attorneys for Plaintiff
Mike Marquez

18 **IT IS SO ORDERED.**

19 DATED: March 10, 2015

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21 _____
22 U.S. MAGISTRATE JUDGE
23 HON. PAUL L. ABRAMS
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1 **EXHIBIT A**

2 **AGREEMENT TO BE BOUND BY TERMS OF THE PROTECTIVE ORDER**

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4 I, _____, have received a copy of the Stipulation for Protective
5 Order and Protective Order entered in the action entitled:

6 *Marquez v. FNCB, Inc.* (U.S.D.C., Central District of California, Case No. 2:14-
7 cv-06252-DMG-PLA).

8 I have carefully read and understand the provisions of the Protective Order. I agree
9 that I will comply with all provisions of the Protective Order and will use any
10 “CONFIDENTIAL” or “CONFIDENTIAL--ATTORNEYS’ EYES ONLY” information
11 only for purposes of this action. At the end of this litigation or my involvement in this
12 litigation, whichever occurs first, I will either destroy or return to counsel for the party by
13 whom I am employed or retained all such “CONFIDENTIAL” or “CONFIDENTIAL--
14 ATTORNEYS’ EYES ONLY” documents or information that comes into my possession.

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16 Dated: _____

17 _____
18 Name
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