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**UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA**

SHEENA RAFFIN, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

MEDICREDIT, INC.,

Defendant.

Case No.: 2:15-CV-00365-FMO-AS

**CLASS ACTION**

**~~PROPOSED~~ STIPULATED PROTECTIVE ORDER**

1                   A. PURPOSES AND LIMITATIONS

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

15                   B. GOOD CAUSE STATEMENT

16                   This action is likely to involve the disclosure of documents and information  
17 involving personal medical records, confidential and proprietary training  
18 information regarding Defendant's business practices and proprietary manuals for  
19 which special protection from public disclosure and from use for any purpose other  
20 than prosecution of this action is warranted. Such confidential and proprietary  
21 materials and information consist of, among other things, information regarding  
22 confidential business practices, or other confidential research, development, or  
23 commercial information (including information implicating privacy rights of third  
24 party consumers and debtors) as well as proprietary system manuals, information  
25 otherwise generally unavailable to the public, or which may be privileged or  
26 otherwise protected from disclosure under state or federal statutes, court rules, case  
27 decisions, or common law. Accordingly, to expedite the flow of information, to

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1 facilitate the prompt resolution of disputes over confidentiality of discovery  
2 materials, to adequately protect information the parties are entitled to keep  
3 confidential, to ensure that the parties are permitted reasonable necessary uses of  
4 such material in preparation for and in the conduct of trial, to address their handling  
5 at the end of the litigation, and serve the ends of justice, a protective order for such  
6 information is justified in this matter. It is the intent of the parties that information  
7 will not be designated as confidential for tactical reasons and that nothing be so  
8 designated without a good faith belief that it has been maintained in a confidential,  
9 non-public manner, and there is good cause why it should not be part of the public  
10 record of this case.

11 2. DEFINITIONS

12 2.1 Action: *Sheena Raffin v. Medicredit, Inc.*, Case No. 2:15-CV-  
13 00365-FMO-AS pending in the United States District Court for the Central District  
14 of California.

15 2.2 Challenging Party: a Party or Non-Party that challenges the  
16 designation of information or items under this Order.

17 2.3 “CONFIDENTIAL” Information or Items: information  
18 (regardless of how it is generated, stored or maintained) or tangible things that  
19 qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified  
20 above in the Good Cause Statement.

21 2.4 Counsel: Outside Counsel of Record and House Counsel (as  
22 well as their support staff).

23 2.5 Designating Party: a Party or Non-Party that designates  
24 information or items that it produces in disclosures or in responses to discovery as  
25 “CONFIDENTIAL.”

26 2.6 Disclosure or Discovery Material: all items or information,  
27 regardless of the medium or manner in which it is generated, stored, or maintained  
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1 (including, among other things, testimony, transcripts, and tangible things), that are  
2 produced or generated in disclosures or responses to discovery in this matter.

3 2.7 Expert: a person with specialized knowledge or experience in a  
4 matter pertinent to the litigation who has been retained by a Party or its counsel to  
5 serve as an expert witness or as a consultant in this Action.

6 2.8 House Counsel: attorneys who are employees of a party to this  
7 Action. House Counsel does not include Outside Counsel of Record or any other  
8 outside counsel.

9 2.9 Non-Party: any natural person, partnership, corporation,  
10 association, or other legal entity not named as a Party to this action.

11 2.10 Outside Counsel of Record: attorneys who are not employees  
12 of a party to this Action but are retained to represent or advise a party to this Action  
13 and have appeared in this Action on behalf of that party or are affiliated with a law  
14 firm which has appeared on behalf of that party, and includes support staff.

15 2.11 Party: any party to this Action, including all of its officers,  
16 directors, employees, consultants, retained experts, and Outside Counsel of Record  
17 (and their support staffs).

18 2.12 Producing Party: a Party or Non-Party that produces Disclosure  
19 or Discovery Material in this Action.

20 2.13 Professional Vendors: persons or entities that provide  
21 litigation support services (e.g., photocopying, videotaping, translating, preparing  
22 exhibits or demonstrations, and organizing, storing, or retrieving data in any form  
23 or medium) and their employees and subcontractors.

24 2.14 Protected Material: any Disclosure or Discovery Material that is  
25 designated as “CONFIDENTIAL.”

26 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
27 Material from a Producing Party.

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1                   3.            SCOPE

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

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

9                   4.            DURATION

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

18                   5.            DESIGNATING PROTECTED MATERIAL

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

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

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

9           Designation in conformity with this Order requires:

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

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

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

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

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

## 17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

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

23 6.3 The burden of persuasion in any such challenge proceeding shall  
24 be on the Designating Party. Unless the Designating Party has waived or  
25 withdrawn the confidentiality designation, all parties shall continue to afford the  
26 material in question the level of protection to which it is entitled under the  
27 Producing Party's designation until the Court rules on the challenge.  
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1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material  
3 that is disclosed or produced by another Party or by a Non-Party in connection with  
4 this Action only for prosecuting, defending, or attempting to settle this Action.  
5 Such Protected Material may be disclosed only to the categories of persons and  
6 under the conditions described in this Order. When the Action has been terminated,  
7 a Receiving Party must comply with the provisions of section 13 below (FINAL  
8 DISPOSITION).

9 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.  
13 Unless otherwise ordered by the court or permitted in writing by the Designating  
14 Party, a 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 reasonably  
18 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 for this  
21 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 the  
24 “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 Professional  
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1 Vendors to whom disclosure is reasonably necessary for this Action and who have  
2 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

5 (h) during their depositions, witnesses ,and attorneys for witnesses, in  
6 the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
7 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)  
8 they will not be permitted to keep any confidential information unless they sign the  
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
10 agreed by the Designating Party or ordered by the court. Pages of transcribed  
11 deposition testimony or exhibits to depositions that reveal Protected Material may  
12 be separately bound by the court reporter and may not be disclosed to anyone  
13 except as permitted under this Stipulated Protective Order; and

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

## 17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN 18 OTHER LITIGATION

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

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

24 (b) promptly notify in writing the party who caused the subpoena or  
25 order to issue in the other litigation that some or all of the material covered by the  
26 subpoena or order is subject to this Protective Order. Such notification shall include  
27 a copy of this Stipulated Protective Order; and  
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1 (c) cooperate with respect to all reasonable procedures sought to be  
2 pursued by the Designating Party whose Protected Material may be affected.

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

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

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

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

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

25 (2) promptly provide the Non-Party with a copy of the  
26 Stipulated Protective Order in this Action, the relevant discovery request(s), and a  
27 reasonably specific description of the information requested; and  
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1 (3) make the information requested available for inspection by  
2 the Non-Party, if requested.

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

#### 12 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

#### 21 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 22 PROTECTED MATERIAL

23 When a Producing Party gives notice to Receiving Parties that certain  
24 inadvertently produced material is subject to a claim of privilege or other  
25 protection, the obligations of the Receiving Parties are those set forth in Federal  
26 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
27 whatever procedure may be established in an e-discovery order that provides for  
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1 production without prior privilege review. Pursuant to Federal Rule of Evidence  
2 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
3 of a communication or information covered by the attorney-client privilege or work  
4 product protection, the parties may incorporate their agreement in the stipulated  
5 protective order submitted to the court.

## 6 12. MISCELLANEOUS

7 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
8 person to seek its modification by the Court in the future.

9 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
10 Protective Order no Party waives any right it otherwise would have to object to  
11 disclosing or producing any information or item on any ground not addressed in  
12 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
13 any ground to use in evidence of any of the material covered by this Protective  
14 Order.

15 12.3 Filing Protected Material. A Party that seeks to file under seal any  
16 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  
24 return all Protected Material to the Producing Party or destroy such material. As  
25 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
26 compilations, summaries, and any other format reproducing or capturing any of the  
27 Protected Material. Whether the Protected Material is returned or destroyed, the  
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1 Receiving Party must submit a written certification to the Producing Party (and, if  
2 not the same person or entity, to the Designating Party) by the 60 day deadline that  
3 (1) identifies (by category, where appropriate) all the Protected Material that was  
4 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
5 copies, abstracts, compilations, summaries or any other format reproducing or  
6 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
7 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
8 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
9 and trial exhibits, expert reports, attorney work product, and consultant and expert  
10 work product, even if such materials contain Protected Material. Any such archival  
11 copies that contain or constitute Protected Material remain subject to this Protective  
12 Order as set forth in Section 4 (DURATION).

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16 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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18 Dated: June 23, 2015

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21 \_\_\_\_\_  
22 Hon. Alka Sagar  
23 United States Magistrate Judge  
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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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4 I, \_\_\_\_\_, [print or type full name], of  
5 \_\_\_\_\_ [print or type full address], declare under penalty of  
6 perjury that I have read in its entirety and understand the Stipulated Protective  
7 Order that was issued by the United States District Court for the Central District of  
8 California on \_\_\_\_\_[date] in the case of Sheena Raffin v. Medcredit, Inc., Case  
9 No. 2:15-CV-00365-FMO-AS. I agree to comply with and to be bound by all the  
10 terms of this Stipulated Protective Order and I understand and acknowledge that  
11 failure to so comply could expose me to sanctions and punishment in the nature of  
12 contempt. I solemnly promise that I will not disclose in any manner any  
13 information or item that is subject to this Stipulated Protective Order to any person  
14 or entity except in strict compliance with the provisions of this Order.  
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16 I further agree to submit to the jurisdiction of the United States District Court for  
17 the Central District of California for the purpose of enforcing the terms of this  
18 Stipulated Protective Order, even if such enforcement proceedings occur after  
19 termination of this action. I hereby appoint \_\_\_\_\_ [print  
20 or type full name] of \_\_\_\_\_[print or type  
21 full address and telephone number] as my California agent for service of process in  
22 connection with this action or any proceedings related to enforcement of this  
23 Stipulated Protective Order.  
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1 Date: \_\_\_\_\_

2 City and State where sworn and signed: \_\_\_\_\_

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4 Printed name: \_\_\_\_\_

5 Signature: \_\_\_\_\_

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