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 7  
 8 **UNITED STATES DISTRICT COURT**  
 9  
 10 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

11 ANI GHAZARYAN, an individual,  
 12  
 13 Plaintiff,  
 14  
 15 vs.  
 16 DISCOVER BANK, NATIONAL  
 ASSOCIATION; TRANS UNION,  
 17 LLC, a Delaware limited liability  
 company; and DOES 1 through 10,  
 18 inclusive,  
 19  
 20 Defendants.

Case No. 2:16-cv-09052 RGK (MRWx)  
 Hon. Michael R. Wilner, Courtroom 550

**STIPULATED PROTECTIVE  
 ORDER**

21 1. INTRODUCTION

22 1.1 PURPOSES AND LIMITATIONS

23 Discovery in this action is likely to involve production of confidential,  
 24 proprietary, or private information for which special protection from public  
 25 disclosure and from use for any purpose other than prosecuting this litigation may  
 26 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
 27 enter the following Stipulated Protective Order. The parties acknowledge that this  
 28 Order does not confer blanket protections on all disclosures or responses to

1 discovery and that the protection it affords from public disclosure and use extends  
2 only to the limited information or items that are entitled to confidential treatment  
3 under the applicable legal principles. The parties further acknowledge, as set forth  
4 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
5 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
6 procedures that must be followed and the standards that will be applied when a party  
7 seeks permission from the court to file material under seal.

8           1.2    GOOD CAUSE STATEMENT

9           The Parties seek confidential protection for all documents, testimony,  
10 transcripts or other materials in this action produced by any party or non-party and  
11 the information contained therein. The documents to be produced by Defendants  
12 contain critical information regarding their computer systems involved in credit  
13 reporting. These defendants' credit-reporting businesses rely on the use of their  
14 computer hardware and software. Trans Union has worked hard and incurred great  
15 cost to update its computer hardware and software to create the best possible credit-  
16 reporting system.

17           Moreover, documents to be produced by Discover may include those related  
18 to its confidential and proprietary business systems and mechanisms or other  
19 information generally unavailable to the public.

20           In order to operate national credit reporting services, defendant Trans Union  
21 had to design its unique computer systems to process information received from tens  
22 of thousands of diverse lenders and other entities involved in the credit industry,  
23 from the public record and from other sources. Extremely sophisticated and unique  
24 computer software design was necessary to allow these defendants to process that  
25 information in the form of credit reports as accurately as possible when a customer  
26 applies for credit. Defendant Trans Union has spent hundreds of millions of dollars  
27 and countless hours of employee time developing its unique and sophisticated  
28 computer systems.

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

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

20       2.     DEFINITIONS

21           2.1    Action: Ani Ghazaryan v. Discover Bank, National Association, et al.,  
22 pending in the United States District Court for the Central District of California,  
23 Western Division – Los Angeles, bearing Case No. 2:16-cv-09052-RGK-MRW.

24           2.2    Challenging Party: a Party or Non-Party that challenges the designation  
25 of information or items under this Order.

26           2.3    “CONFIDENTIAL” Information or Items: information (regardless of  
27 how it is generated, stored or maintained) or tangible things that qualify for  
28 protection under Federal Rule of Civil Procedure 26(c), and as specified above in

1 the Good Cause Statement.

2       2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
3 their support staff).

4       2.5 Designating Party: a Party or Non-Party that designates information or  
5 items that it produces in disclosures or in responses to discovery as  
6 “CONFIDENTIAL.”

7       2.6 Disclosure or Discovery Material: all items or information, regardless  
8 of the medium or manner in which it is generated, stored, or maintained (including,  
9 among other things, testimony, transcripts, and tangible things), that are produced or  
10 generated in disclosures or responses to discovery in this matter.

11       2.7 Expert: a person with specialized knowledge or experience in a matter  
12 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
13 an expert witness or as a consultant in this Action.

14       2.8 House Counsel: attorneys who are employees of a party to this Action.  
15 House Counsel does not include Outside Counsel of Record or any other outside  
16 counsel.

17       2.9 Non-Party: any natural person, partnership, corporation, association, or  
18 other legal entity not named as a Party to this action.

19       2.10 Outside Counsel of Record: attorneys who are not employees of a  
20 party to this Action but are retained to represent or advise a party to this Action and  
21 have appeared in this Action on behalf of that party or are affiliated with a law firm  
22 which has appeared on behalf of that party, and includes support staff.

23       2.11 Party: any party to this Action, including all of its officers, directors,  
24 employees, consultants, retained experts, and Outside Counsel of Record (and their  
25 support staffs).

26       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
27 Discovery Material in this Action.

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1           2.13 Professional Vendors: persons or entities that provide litigation  
2 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
4 and their employees and subcontractors.

5           2.14 Protected Material: any Disclosure or Discovery Material that is  
6 designated as “CONFIDENTIAL.”

7           2.15 Receiving Party: a Party that receives Disclosure or Discovery  
8 Material from a Producing Party.

9 3.    SCOPE

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

15       Any use of Protected Material at trial will be governed by the orders of the  
16 trial judge. This Order does not govern the use of Protected Material at trial.

17 4.    DURATION

18       Even after final disposition of this litigation, the confidentiality obligations  
19 imposed by this Order will remain in effect until a Designating Party agrees  
20 otherwise in writing or a court order otherwise directs. Final disposition will be  
21 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
22 or without prejudice; and (2) final judgment herein after the completion and  
23 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
24 including the time limits for filing any motions or applications for extension of time  
25 pursuant to applicable law.

26 5.    DESIGNATING PROTECTED MATERIAL

27       5.1 Exercise of Restraint and Care in Designating Material for Protection.  
28 Each Party or Non-Party that designates information or items for protection under

1 this Order must take care to limit any such designation to specific material that  
2 qualifies under the appropriate standards. The Designating Party must designate for  
3 protection only those parts of material, documents, items, or oral or written  
4 communications that qualify so that other portions of the material, documents,  
5 items, or communications for which protection is not warranted are not swept  
6 unjustifiably within the ambit of this Order.

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

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

15 5.2 Manner and Timing of Designations. Except as otherwise provided in  
16 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
17 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
18 under this Order must be clearly so designated before the material is disclosed or  
19 produced.

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (e.g., paper or electronic  
22 documents, but excluding transcripts of depositions or other pretrial or trial  
23 proceedings), that the Producing Party affix at a minimum, the legend  
24 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
25 contains protected material. If only a portion or portions of the material on a page  
26 qualifies for protection, the Producing Party also must clearly identify the protected  
27 portion(s) (e.g., by making appropriate markings in the margins).

1 A Party or Non-Party that makes original documents available for inspection  
2 need not designate them for protection until after the inspecting Party has indicated  
3 which documents it would like copied and produced. During the inspection and  
4 before the designation, all of the material made available for inspection will be  
5 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
6 documents it wants copied and produced, the Producing Party must determine which  
7 documents, or portions thereof, qualify for protection under this Order. Then,  
8 before producing the specified documents, the Producing Party must affix the  
9 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
10 portion or portions of the material on a page qualifies for protection, the Producing  
11 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
12 markings in the margins).

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

16 (c) for information produced in some form other than documentary and for  
17 any other tangible items, that the Producing Party affix in a prominent place on the  
18 exterior of the container or containers in which the information is stored the legend  
19 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
20 protection, the Producing Party, to the extent practicable, will identify the protected  
21 portion(s).

22 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
23 failure to designate qualified information or items does not, standing alone, waive  
24 the Designating Party's right to secure protection under this Order for such material.  
25 Upon timely correction of a designation, the Receiving Party must make reasonable  
26 efforts to assure that the material is treated in accordance with the provisions of this  
27 Order.

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1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time that is consistent with the Court’s  
4 Scheduling Order.

5 6.2 Meet and Confer. The Challenging Party will initiate the dispute  
6 resolution process under Local Rule 37.1 et seq.

7 6.3 The burden of persuasion in any such challenge proceeding will be on  
8 the Designating Party. Frivolous challenges, and those made for an improper  
9 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
10 parties) may expose the Challenging Party to sanctions. Unless the Designating  
11 Party has waived or withdrawn the confidentiality designation, all parties will  
12 continue to afford the material in question the level of protection to which it is  
13 entitled under the Producing Party’s designation until the Court rules on the  
14 challenge.

15 7. ACCESS TO AND USE OF PROTECTED MATERIAL

16 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
17 disclosed or produced by another Party or by a Non-Party in connection with this  
18 Action only for prosecuting, defending, or attempting to settle this Action. Such  
19 Protected Material may be disclosed only to the categories of persons and under the  
20 conditions described in this Order. When the Action has been terminated, a  
21 Receiving Party must comply with the provisions of section 13 below (FINAL  
22 DISPOSITION).

23 Protected Material must be stored and maintained by a Receiving Party at a  
24 location and in a secure manner that ensures that access is limited to the persons  
25 authorized under this Order.

26 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
27 otherwise ordered by the court or permitted in writing by the Designating Party, a  
28 Receiving Party may disclose any information or item designated

1 “CONFIDENTIAL” only to:

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

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

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

10 (d) the Court and its personnel;

11 (e) court reporters and their staff;

12 (f) professional jury or trial consultants, mock jurors, and Professional  
13 Vendors to whom disclosure is reasonably necessary for this Action and who have  
14 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

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

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

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1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
2 IN OTHER LITIGATION

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

6 (a) promptly notify in writing the Designating Party. Such notification  
7 will include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order  
9 to issue in the other litigation that some or all of the material covered by the  
10 subpoena or order is subject to this Protective Order. Such notification will include  
11 a copy of this Stipulated Protective Order; and

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

14 If the Designating Party timely seeks a protective order, the Party served with  
15 the subpoena or court order will not produce any information designated in this  
16 action as “CONFIDENTIAL” before a determination by the court from which the  
17 subpoena or order issued, unless the Party has obtained the Designating Party’s  
18 permission. The Designating Party will bear the burden and expense of seeking  
19 protection in that court of its confidential material and nothing in these provisions  
20 should be construed as authorizing or encouraging a Receiving Party in this Action  
21 to disobey a lawful directive from another court.

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

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

1 (b) In the event that a Party is required, by a valid discovery request, to  
2 produce a Non-Party's confidential information in its possession, and the Party is  
3 subject to an agreement with the Non-Party not to produce the Non-Party's  
4 confidential information, then the Party will:

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

8 (2) promptly provide the Non-Party with a copy of the Stipulated  
9 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
10 specific description of the information requested; and

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

13 (c) If the Non-Party fails to seek a protective order from this court within  
14 14 days of receiving the notice and accompanying information, the Receiving Party  
15 may produce the Non-Party's confidential information responsive to the discovery  
16 request. If the Non-Party timely seeks a protective order, the Receiving Party will  
17 not produce any information in its possession or control that is subject to the  
18 confidentiality agreement with the Non-Party before a determination by the court.

19 Absent a court order to the contrary, the Non-Party will bear the burden and  
20 expense of seeking protection in this court of its Protected Material.

21 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
23 Protected Material to any person or in any circumstance not authorized under this  
24 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
25 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
26 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
27 persons to whom unauthorized disclosures were made of all the terms of this Order,  
28 and (d) request such person or persons to execute the "Acknowledgment and

1 Agreement to Be Bound” that is attached hereto as Exhibit A.

2 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
3 PROTECTED MATERIAL

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

14 12. MISCELLANEOUS

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
16 person to seek its modification by the Court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
18 Protective Order no Party waives any right it otherwise would have to object to  
19 disclosing or producing any information or item on any ground not addressed in this  
20 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
21 ground to use in evidence of any of the material covered by this Protective Order.

22 12.3 Filing Protected Material. A Party that seeks to file under seal any  
23 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
24 only be filed under seal pursuant to a court order authorizing the sealing of the  
25 specific Protected Material at issue. If a Party’s request to file Protected Material  
26 under seal is denied by the court, then the Receiving Party may file the information  
27 in the public record unless otherwise instructed by the court.

28

1 13. FINAL DISPOSITION

2 After the final disposition of this Action, as defined in paragraph 4, within 60  
3 days of a written request by the Designating Party, each Receiving Party must return  
4 all Protected Material to the Producing Party or destroy such material. As used in  
5 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
6 summaries, and any other format reproducing or capturing any of the Protected  
7 Material. Whether the Protected Material is returned or destroyed, the Receiving  
8 Party must submit a written certification to the Producing Party (and, if not the same  
9 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
10 (by category, where appropriate) all the Protected Material that was returned or  
11 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
12 abstracts, compilations, summaries or any other format reproducing or capturing any  
13 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
14 retain an archival copy of attorney work product, consultant and expert work  
15 product, even if such materials contain Protected Material. Any such archival  
16 copies that contain or constitute Protected Material remain subject to this Protective  
17 Order as set forth in Section 4 (DURATION).

18 14. Any willful violation of this Order may be punished by civil or criminal  
19 contempt proceedings, financial and/or evidentiary sanctions, reference to  
20 disciplinary authorities, or other appropriate action at the discretion of the Court.

21 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

22  
23 DATED: May 8, 2017

AIDAN W. BUTLER LAW OFFICES

24  
25 By:           /s/ Aidan W. Butler          

26 Aidan W. Butler

27 Attorneys for Plaintiff ANI GHAZARYAN

1 DATED: May 8, 2017

MUSICK, PEELER & GARRETT LLP

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3

By:           /s/ Donald E. Bradley

4

Donald E. Bradley

Attorneys for Defendant TRANS UNION LLC

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6 DATED: May 8, 2017

BALLARD SPAHR LLP

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By:           /s/ Alan S. Petlak

9

Alan S. Petlak

Taylor Robert Steinbacher

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Attorneys for Defendant DISCOVER BANK,

11

NATIONAL ASSOCIATION

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**SIGNATURE CERTIFICATION**

13

Pursuant to L.R. 5-4.3.4 of the United States District Court for the Central

14

District of California, I hereby certify that the content of this document is acceptable

15

to Aidan W. Butler, counsel for Plaintiff Ani Ghazaryan, and Alan S. Petlak,

16

counsel for Defendant Discover Bank, and that I have obtained Mr. Butler's and Mr.

17

Petlak's authorizations to affix their electronic signature to this document.

18

19 DATED: May 8, 2017

MUSICK, PEELER & GARRETT LLP

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21

By:           /s/ Donald E. Bradley

22

Donald E. Bradley

Attorneys for Defendant TRANS UNION LLC

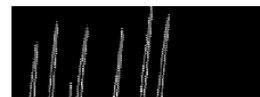
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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

25

26 Dated: May 9, 2017



27

Hon. Michael R. Wilner

United States Magistrate Judge

28

1 **EXHIBIT "A"**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, \_\_\_\_\_ [full  
4 name] of \_\_\_\_\_ [full  
5 address], declare under penalty of perjury that I have read in its entirety and  
6 understand the Stipulated Protective Order that was issued by the United States  
7 District Court for the Central District of California on \_\_\_\_\_ in the case of  
8 Ani Ghazaryan v. Discover Bank, National Association., et al., pending in the  
9 United States District Court for the Central District of California, Western Division  
10 – Los Angeles, bearing Case No. 2:16-cv-09052-RGK-MRW. I agree to comply  
11 with and to be bound by all the terms of this Stipulated Protective Order and I  
12 understand and acknowledge that failure to so comply could expose me to sanctions  
13 and punishment in the nature of contempt. I solemnly promise that I will not  
14 disclose in any manner any information or item that is subject to this Stipulated  
15 Protective Order to any person or entity except in strict compliance with the  
16 provisions of this Order.

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

21 I hereby appoint \_\_\_\_\_ [full name] of  
22 \_\_\_\_\_ [full address and telephone number] as  
23 my California agent for service of process in connection with this action or any  
24 proceedings related to enforcement of this Stipulated Protective Order.

25 Date: \_\_\_\_\_

26 City and State where signed: \_\_\_\_\_

27 Printed name: \_\_\_\_\_

28 Signature: \_\_\_\_\_



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**SERVICE LIST**

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National Association*