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

4 MICHEL DESTA, Individually and on
5 behalf of all others similarly situated,

6 Plaintiffs,

7
8 v.

9 WINS FINANCE HOLDINGS INC.,
10 JIANMING HAO, RENHUI MU, AND
11 JUNFENG ZHAO,

12 Defendants.

Case No: 2:17-cv-02983-CAS-AGR

CLASS ACTION

~~PROPOSED~~ **DISCOVERY
CONFIDENTIALITY ORDER**

Hon. Christina A. Snyder

NOTE CHANGES MADE BY THE COURT

13 **IT IS SO ORDERED.**
14 **DATED:** 6/6/2018
15 *Alicia G. Rosenberg*
16 **UNITED STATES MAGISTRATE JUDGE**

17 WHEREAS, Lead Plaintiffs Brian Gabrich, Christopher Ikeocha, and
18 Raymond Mentor (“Plaintiffs”) and Defendant Wins Finance Holdings Inc.
19 (“Wins”, and together with Plaintiffs, the “Parties”), by and through their
20 undersigned counsel, have stipulated and agreed, subject to the approval of the
21 Court, that the protective order set forth below (the “Stipulated Protective Order”
22 or “Order”) shall govern the production and use of documents and information
23 provided during the course of discovery in the above-captioned action (the
24 “Action”);

25 THEREFORE, IT IS HEREBY ORDERED BY THE COURT, that any
26 person subject to this Order, including without limitation, the individuals and
27 entities described herein, shall adhere to the following terms, procedures, and
28 conditions:

1 **Purpose and Limitations**

2 Disclosure and Discovery Material in this Action are likely to involve
3 production of confidential, proprietary, or private information for which special
4 protection from public disclosure and from use for any purpose other than
5 prosecuting this Action may be warranted. The Parties agree that documents or
6 information produced or exchanged in the course of this Action shall only be used
7 by the party or parties to whom the information is produced solely for the purpose
8 of this Action, in conformity with the terms of this Order, and shall not be used
9 for any other purpose not directly related to this Action. Accordingly, the Parties
10 hereby stipulate to and petition the court to enter the following Stipulated
11 Protective Order. The Parties acknowledge that this Order does not confer
12 blanket protections on all disclosures or responses to discovery and that the
13 protection it affords from public disclosure and use extends only to the
14 information or items that are entitled to confidential treatment under the
15 applicable legal principles.
16

17 **1. General Definitions.** For purposes of this Order, the terms set
18 forth below are defined as follows:

19 a. “Confidential Discovery Material” shall mean Discovery Material that
20 contains non-public information, regardless of the medium or manner in which it is
21 generated, stored, or maintained, identified by the Designating Party in accordance
22 with this Order and that has been designated as “Confidential” because it contains
23 non-public trade secret or other confidential, proprietary, financial, and/or
24 commercially sensitive data, including marketing, sales, research, development, or
25 planning information, in accordance with the standards developed under Federal
26 Rule of Civil procedure 26(c) and other applicable law.
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1 b. “Designating Party” shall mean the Party or non-party that designates
2 Discovery Material as “Confidential.”

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4 c. “Discovery Material” shall mean and include, without limitation,
5 Documents, including Electronically Stored Information (“ESI”); responses to
6 interrogatories, requests for admissions, or other discovery requests; physical
7 objects; samples; disks for digital media (such as CD-ROMs or DVDs); deposition
8 transcripts and exhibits thereto; and information provided by or on behalf of the
9 Parties or any non-party pursuant to the Federal Rules of Civil Procedure, the
10 Local Rules of this Court, subpoena, or any formal or informal request in the
11 course of discovery in the Litigation.
12

13 d. “Document” or “Documents” shall mean and include, without
14 limitation, all written material and other tangible items produced in any format
15 (e.g., hard-copy, electronic, digital, etc.) in any medium (e.g., hardcopy, videotape,
16 CD-ROM, DVD, hard drive, etc.) defined as broadly as permitted under Federal
17 Rule of Civil Procedure 34.
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19 e. “Party” or “Parties” shall mean any natural person who is a party to
20 this action; and Wins Finance Holdings Inc. (including its officers, directors,
21 employees, corporate parents, subsidiaries, affiliates, and insurers).
22

23 f. “Producing Party” shall mean the Party or non-party producing
24 Discovery Material.
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26 g. “Receiving Party” shall mean the Party receiving Discovery Material
27 produced by a Producing Party.

28 2. Scope of Order. This Order is intended to facilitate the Parties’

1 production of Discovery Material. Nothing in this Order shall be construed as
2 expanding or limiting the Parties' discovery obligations. This Order covers the
3 production and use of all Confidential Discovery Material in this Litigation.
4 Nothing in this Order prevents counsel for the Parties from using Confidential
5 Discovery Material in connection with work product created by or on behalf of that
6 counsel. Such work product may be retained by counsel who created it. However,
7 Confidential Discovery Material in such work product will remain Confidential
8 Discovery Material that may not be shared with any entity or person or used in any
9 way except as provided in this Order.
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12 **3. Designating Confidential Discovery Material.**

13 a. All designations of Confidential Discovery Material shall be made in
14 good faith by the Designating Party and, except as provided in ¶ 5 and ¶ 10 below,
15 shall be made at or prior to the time of disclosure, production, or tender, provided
16 that a Designating Party may designate as confidential Discovery Material
17 produced by another Party or non-party at any time within thirty (30) days
18 following the Designating Party's receipt of such Discovery Material.
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20

21 b. The designation of Confidential Discovery Material may be made by
22 marking or placing the legend "CONFIDENTIAL" on each page, or, in the case of
23 a document that is produced in native format, by placing the above-described
24 legend on a TIFF-placeholder image bearing the production number of the
25 document. Any visual or other non-paper or non-electronic Confidential Discovery
26 Material shall be designated on the exterior surface of the container or object that
27 contains it.
28

1 c. Prior to designating Discovery Material as “Confidential,” the
2 Designating Party must make a bona fide determination that the Discovery
3 Material qualifies as Confidential Discovery Material.
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5 d. If a Receiving Party disputes the “Confidential” designation of
6 Discovery Material, the following procedure shall apply:

7 (1) Counsel for the objecting party shall serve on the Designating
8 Party a written objection to such designation within fourteen (14) days of receipt of
9 the Confidential Discovery Material, which shall describe with particularity the
10 documents or information in question and shall state the grounds for objection.
11 Counsel for the Designating Party shall respond in writing to such objection within
12 fourteen (14) days, and shall state with particularity the grounds for asserting that
13 the document or information is confidential. If no timely written response is made
14 to the objection, the challenged designation will be deemed to be void. If the
15 Designating Party or nonparty makes a timely response to such objection asserting
16 the propriety of designation, counsel shall then confer in good faith in an effort to
17 resolve the dispute.
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21 (2) If a dispute as to a confidential designation of a document or
22 item of information cannot be resolved by agreement, the Receiving Party
23 challenging the designation shall confer with the Producing Party or its counsel,
24 and attempt to resolve such disagreements before seeking the Court’s resolution, as
25 provided by Local Civil Rule 37-1. The document or information that is the subject
26 of the filing shall be treated as originally designated pending resolution of the
27 dispute.
28

1 e. Any document or information designated as Confidential Discovery
2 Material shall only be used, shown, or disclosed as provided in this Order.
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4 **4. Use and Disclosure of Confidential Discovery Material.**

5 a. All Confidential Discovery Material shall be used by the receiving
6 party solely for purposes of the prosecution or defense of this action, shall not be
7 used by the Receiving Party or Qualified Persons for any business, commercial,
8 competitive, personal, or other purpose, and shall not be disclosed by the
9 Receiving Party or Qualified Persons to anyone other than those set forth below,
10 unless and until the restrictions herein are removed either by written consent of the
11 Designating Party or by Order of the Court. The persons or entities below to whom
12 Confidential Discovery Material are disclosed shall keep all such material, and any
13 copies, notes, extracts, summaries, or descriptions of the same within their
14 exclusive possession and control; shall treat all such copies, notes, extracts,
15 summaries, or descriptions of the Confidential Discovery Material as confidential;
16 and shall take all necessary and prudent measure to maintain the confidentiality of
17 all Confidential Discovery Material in accordance with this Order.
18
19 *AGR* *This paragraph does not apply to the Court or its personnel.*

20
21 b. Confidential Discovery Material may be disclosed only to "Qualified
22 Persons" defined as:

23 (1) Outside counsel and relevant in-house counsel for the Parties,
24 as well as employees of such outside counsel or in-house counsel to whom it is
25 reasonably necessary to disclose the information for the prosecution or defense of
26 this litigation;
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1 (2) Experts and consultants retained by or on behalf of the Parties
2 for the preparation or trial of this case. Confidential Discovery Material may not
3 be disclosed to any experts or consultants retained by or on behalf the Parties until
4 such experts or consultants have signed a non-disclosure agreement in the form
5 attached hereto as Exhibit A (signed copies of such agreements must be maintained
6 by counsel for the Party disclosing Confidential Discovery Material to the expert
7 or consultant);
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9
10 (3) Secretarial, paralegal, clerical, duplicating, and data processing
11 personnel of the foregoing;

12 (4) The Court and court personnel, including court reporters who
13 record and/or transcribe deposition testimony;
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15 (5) Special masters and mediators and their employees;

16 (6) The original author(s) or recipient(s) of the Confidential
17 Discovery Material;

18 (7) Any deponent provided that, if the deponent is not the
19 Designating Party or employed by the Designating Party, the deponent shall be
20 made aware of the confidentiality restrictions of this Order and the Parties shall
21 confer to ensure that appropriate confidentiality restrictions are maintained prior to
22 the deponent being shown any Confidential Discovery Material;
23

24 (8) Litigation support consultants and vendors retained by or for
25 the parties to assist in preparing for pretrial discovery, trial, and/or hearings
26 including, but not limited to, court reporters, litigation support personnel, jury
27 consultants, individuals to prepare demonstrative and audiovisual aids for use in
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1 the courtroom or in depositions or mock jury sessions, as well as their staff,
2 stenographic, and clerical employees whose duties and responsibilities require
3 access to such materials;
4

5 (9) The Parties, as defined above in ¶ 1.e.; and

6 (10) Any person expressly named and agreed to in writing by the
7 Designating Party or by Order of the Court.

8 b. Nothing herein shall limit a Producing Party's use of its own
9 Confidential Discovery Material.
10

11 c. To the extent Confidential Discovery Material is attached to, quoted,
12 or referenced in Documents filed with the Court, such Confidential Discovery
13 Material is subject to the Court's requirements for filing documents under seal as
14 outlined in Paragraph 6 below.
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16 **5. Designation of Deposition Testimony.**

17 a. Deposition testimony that counsel for a Party or non-party witness
18 tendering such testimony, in good faith, believes constitutes Confidential
19 Discovery Material may be designated as confidential by making a statement on
20 the record for inclusion in the deposition transcript or by written notice to all
21 Parties within thirty (30) calendar days after receipt of the transcript. All deposition
22 testimony will be treated as having been designated confidential through the
23 thirtieth (30th) day following each Party's receipt (through counsel or the court
24 reporter) of the transcript of such deposition testimony, after which time, only such
25 testimony designated as confidential will be treated as Confidential Discovery
26 Material.
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1 b. When Confidential Discovery Material is designated as Confidential
2 in a deposition transcript, counsel on behalf of the Designating Party shall instruct
3 the reporter to imprint a legend “CONTAINS CONFIDENTIAL INFORMATION”
4 on the cover page of the transcript and to include, at the front of the transcript, a
5 page identifying all pages and lines designated as “CONFIDENTIAL” in the
6 transcript.
7

8 c. Any Court reporter or transcriber who reports or transcribes testimony
9 shall agree that anything designated as Confidential Discovery Material pursuant to
10 this Order will be disclosed only in accordance with this Order, and that any notes
11 or transcriptions of such testimony (and any accompanying exhibits) will be
12 retained by the reporter or delivered to counsel of record.
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14 d. At the conclusion of any deposition taken in the case, any copies of
15 exhibits used during the deposition that contain Confidential Discovery Material
16 shall be collected and retained by the court reporter for the Parties. Nothing in this
17 paragraph shall prevent a deponent or a deponent’s counsel from having reasonable
18 access to the deponent’s deposition transcript for purposes of executing the
19 transcript, preparing to testify further in this Litigation, or for other purposes
20 specially agreed to by the parties.
21

22 6. **Filing Under Seal.** All requests to seal documents filed with the
23 Court shall comply with Local Civil Rule 79-5.
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25 7. **Discovery Material Received from Third Parties.** A Party who
26 receives documents or information from a third-party pursuant to a subpoena shall
27 provide those documents or information to all other Parties within a reasonable
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1 time or otherwise make reasonable provision for access to any such document or
2 information.

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4 **8. Conclusion of Litigation.** Within sixty (60) days of this
5 Litigation's conclusion (i.e., the date that any appeal deadlines have expired, or as
6 agreed to by the Parties), counsel for a Receiving Party who has received
7 Confidential Discovery Material shall either: (1) return to the Producing Party the
8 Confidential Discovery Material; or (2) securely destroy the Confidential
9 Discovery Material and certify in writing that such destruction has occurred to the
10 Producing Party and Designating Party.

11
12 **9. Not Applicable to Trial.** This Order does not apply to the offer
13 of or admission into evidence of Confidential Discovery Material at trial or in any
14 evidentiary hearing, nor does it apply for any other purpose under the Federal
15 Rules of Evidence. Such evidentiary issues should be raised as a separate matter
16 upon the request of any Party at the time of trial or evidentiary hearing.

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18 **10. Inadvertent Production/Disclosure.**

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20 a. Inadvertent production of any document that a Producing Party later
21 claims should not have been produced because of a privilege, including without
22 limitation the attorney-client privilege, the work product doctrine, or any other
23 applicable privilege or immunity from disclosure ("Inadvertently Produced
24 Privileged Document"), will not be deemed to waive such privilege or immunity
25 from disclosure. A Producing Party may, within ten (10) days of the date of
26 discovery by that Producing Party of the inadvertent production, request the return
27 of any Inadvertently Produced Privileged Document by identifying the document
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1 inadvertently produced and stating the basis for asserting a privilege over such
2 document. In that event, each Receiving Party in possession of a copy of the
3 Inadvertently Produced Privileged Document shall promptly (but in no event later
4 than five (5) business days after receiving notice from the Producing Party
5 requesting return) return or destroy the Inadvertently Produced Privileged
6 Document and all copies thereof and shall, to the extent possible, expunge from
7 any other document material information derived solely from the Inadvertently
8 Produced Privileged Document. If the Receiving Party determines that it seeks to
9 challenge the request for return of the document, it shall contact the Producing
10 Party that inadvertently produced the document. If the Producing Party and the
11 Receiving Party cannot resolve the issue after good faith attempts, the Receiving
12 Party shall raise the dispute with the Court in compliance with the Court's Local
13 Civil Rules and Order(s) on Discovery Objections and Procedures. In accordance
14 with Federal Rule of Civil Procedure 26(b)(5)(B), in the event that the Receiving
15 Party seeks an order from the Court regarding an Inadvertently Produced
16 Privileged Document, the Receiving Party may retain possession of the document
17 during the pendency of such application, provided that the document is sequestered
18 and is not used by the Receiving Party during that time except in connection with
19 any application opposing the Producing Party's assertion that it inadvertently
20 produced privileged documents. If the Receiving Party does not timely seek an
21 order from the Court regarding the Inadvertently Produced Privileged Document it
22 shall promptly return or destroy the Inadvertently Produced Privileged Document
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1 and shall, to the extent possible, expunge from any other document material
2 information derived solely from the Inadvertently Produced Privileged Document.

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4 b. Inadvertent failure to designate any Discovery Material a Producing
5 Party later claims should have been designated as Confidential Discovery Material
6 will not be deemed to waive such confidential status from the mistaken designation.
7 A Producing Party may, within ten (10) days of the date of discovery by that
8 Producing Party of the inadvertent designation, request the return of any such
9 inadvertently designated Discovery Material by identifying the Discovery Material
10 inadvertently designated and stating the basis for designating such Discovery
11 Material as confidential. In that event, each Receiving Party in possession of a
12 copy of the mistakenly designated Discovery Material shall immediately treat the
13 Discovery Material and all copies thereof as though it were designated as
14 “Confidential.” In addition, the Producing Party shall provide a replacement of
15 such Discovery Material to the Receiving Party within ten (10) business days of
16 notifying the Receiving Party of the mistaken designation. If the Receiving Party
17 determines that it seeks to challenge the request for designation and treatment of
18 the Discovery Material as confidential, the Receiving Party shall make such
19 challenge in accordance with Paragraph 3(c) above. The Designating Party shall
20 remove the confidentiality designation from such Discovery Material, and provide
21 a replacement of such Discovery material to the Receiving Party, within ten (10)
22 business days of the entry of a court order striking the confidentiality designation.

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27 **11. No Application to Public or Otherwise Available Information.**

1 No information that is in the public domain or which is already known by
2 the Receiving Party through proper means or which is or becomes available to a
3 Party from a source other than the party asserting confidentiality, rightfully in
4 possession of such information on a non-confidential basis, shall be deemed or
5 considered to be confidential under this Order.
6

7 **12. Protected Material Subpoenaed or Ordered Produced in Other**
8 **Actions.** If a Receiving Party (or any person receiving documents through the
9 Receiving Party) is served with a subpoena, order, interrogatory, document, or civil
10 investigative demand, or any other legal demand (collectively, a "Demand") issued
11 in any other action, investigation, or proceeding, and such Demand seeks
12 Confidential Discovery Material produced to the Receiving Party in this Litigation,
13 the Receiving Party shall give prompt written notice by hand, overnight courier, or
14 email within three (3) business days of receipt of such Demand and at least five (5)
15 days prior to the deadline for the Receiving Party's response to such Demand to the
16 Designating Party and, if requested in writing by the Designating Party, shall
17 postpone producing documents until such time as the Designating Party has timely
18 filed a motion for a protective order and, the relevant court has ordered the
19 production of such documents. The burden of opposing the enforcement of the
20 Demand shall fall upon the Designating Party. If the Designating Party obtains an
21 order from any court or administrative agency of competent jurisdiction directing
22 that the Demand be complied with, it must serve such order upon the Receiving
23 Party within at least three (3) business days of the order; the Receiving Party must
24 then promptly comply with the terms of the order.
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1 **13. Modification.** This Order may not be waived, modified,
2 abandoned, or terminated, in whole or in part, except by an instrument in writing
3 signed by all Parties, or by further Court Order. If the Court finds any provision of
4 this Order invalid for any reason, the remaining provisions shall remain in effect.
5

6 **14. Duration.** At the close of this Litigation, this Order shall remain in
7 effect. ~~This Court retains and shall have jurisdiction over the Parties and all~~
8 ~~recipients of Confidential Discovery Material for purposes of enforcing this Order~~
9 ~~after termination of this Litigation.~~ This Order is binding upon the Parties hereto,
10 their attorneys, and upon the Parties' and their attorneys' successors, executors,
11 personal representatives, administrators, heirs, legal representatives, assigns,
12 subsidiaries, divisions, employees, agents, independent contractors, or other
13 persons or organizations over which they have control.
14
15

16 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

17 Dated: May 24, 2018

Respectfully submitted,

19 **THE ROSEN LAW FIRM, P.A.**

20 By: /s/ Laurence M. Rosen
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Dated: May 24, 2018

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Counsel for Defendant Wins Finance Holdings Inc.

ATTESTATION OF CONCURRENCE IN FILING

Pursuant to Local Rule 5-4.3.4 of the United States District Court for the Central District of California, I attest that counsel for Defendant Wins Finance Holdings have authorized the filing of this document.

/s/ Laurence M. Rosen

EXHIBIT A

I, _____, being duly sworn, state that:

1. My address is _____.

2. My present employer is _____ and
the address of my present employment is _____.

3. My present occupation or job description is _____.

4. I have carefully read and understood the provisions of the Discovery Confidentiality Order in this case signed by the Court, and I will comply with all provisions of the Discovery Confidentiality Order.

5. I will hold in confidence and not disclose to anyone not qualified under the Discovery Confidentiality Order any Confidential Discovery Material or any words, summaries, abstracts, or indices of such material disclosed to me.

6. I will limit use of Confidential Discovery Material disclosed to me solely for purpose of this action.

7. No later than the final conclusion of the case, I will return all Confidential Discovery Material and summaries, abstracts, and indices thereof which come into my possession, and documents or things which I have prepared relating thereto, to counsel for the party for whom I was employed or retained.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: _____
[Name]

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: _____, 2018

Hon. Christina A. Snyder
United States District Judge

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