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REED SMITH LLP  
A limited liability partnership formed in the State of Delaware

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

CHARLYNN ODAHL,  
Plaintiff,  
vs.  
PRIMERITUS FINANCIAL  
SERVICES, INC., KEY AUTO  
RECOVERY, and DOES 1 through 20,  
inclusive,  
Defendants.

Case No: 2:17-cv-08570-SJO-AGR

**STIPULATED PROTECTIVE  
ORDER**  
Honorable S. James Otero  
Honorable Alicia G. Rosenberg

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

15 B. GOOD CAUSE STATEMENT

16 Defendants Primeritus Financial Services, Inc. ("Primeritus") and Key Auto  
17 Recovery ("KAR") are herein collectively referred to as "Defendants." This action is  
18 likely to involve confidential financial and proprietary information relating to the  
19 confidential financial information and business practices and policies of Defendants,  
20 and confidential financial information relating to California consumers for which  
21 special protection from public disclosure and from use for any purpose other than the  
22 litigation of this action is warranted. Such confidential and proprietary materials and  
23 information consist of, among other things, confidential financial information,  
24 information regarding confidential business practices, or other confidential research,  
25 development, or commercial information (including information implicating privacy  
26 rights of third parties and putative class members), information otherwise generally  
27 unavailable to the public, or which may be privileged or otherwise protected from  
28 disclosure under state or federal statutes, court rules, case decisions, or common law.

1 Disclosure of this information would result in the dissemination of private financial  
2 information, and confidential/proprietary information developed and used internally  
3 by Primeritus only and/or by KAR only , resulting in personal and/or financial harm to  
4 Primeritus and/or KAR and/or third parties. Accordingly, to expedite the flow of  
5 information, to facilitate the prompt resolution of disputes over confidentiality of  
6 discovery materials, to adequately protect information the parties are entitled to keep  
7 confidential, to ensure that the parties are permitted reasonable necessary uses of such  
8 material in preparation for and in the conduct of trial, to address their handling at the  
9 end of the litigation, and serve the ends of justice, a protective order for such  
10 information is justified in this matter. It is the intent of the parties that information  
11 will not be designated as confidential for tactical reasons and that nothing be so  
12 designated without a good faith belief that it has been maintained in a confidential,  
13 non-public manner, and there is good cause why it should not be part of the public  
14 record of this case.

15 2. DEFINITIONS

16 2.1 Action: the instant lawsuit entitled *Charylann Odahl. v. Primeritus*  
17 *Financial Services, Inc., et al.*, Case No. 2:17-cv-08570.

18 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
19 of information or items under this Order.

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

24 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
25 support staff).

26 2.5 Designating Party: a Party or Non-Party that designates information or  
27 items that it produces in disclosures or in responses to discovery as  
28 “CONFIDENTIAL.”

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

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

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

11          2.9    Non-Party: any natural person, partnership, corporation, association, or  
12 other legal entity not named as a Party to this action.

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

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

20          2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
21 Discovery Material in this Action.

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

26          2.14 Protected Material: any Disclosure or Discovery Material that is  
27 designated as “CONFIDENTIAL.”

28          2.15 Receiving Party: a Party that receives Disclosure or Discovery Material

1 from a Producing Party.

2 3. SCOPE

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

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

10 4. DURATION

11 The terms of this protective order do not govern the use of Protected Material at  
12 trial.

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

21 5. DESIGNATING PROTECTED MATERIAL

22 5.1 Exercise of Restraint and Care in Designating Material for Protection.

23 Each Party or Non-Party that designates information or items for protection  
24 under this Order must take care to limit any such designation to specific material that  
25 qualifies under the appropriate standards. The Designating Party must designate for  
26 protection only those parts of material, documents, items, or oral or written  
27 communications that qualify so that other portions of the material, documents, items,  
28 or communications for which protection is not warranted are not swept unjustifiably

1 within the ambit of this Order.

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

7 If it comes to a Designating Party’s attention that information or items that it  
8 designated for protection do not qualify for protection, that Designating Party must  
9 promptly notify all other Parties that it is withdrawing the inapplicable designation.

10 5.2 Manner and Timing of Designations. Except as otherwise provided in  
11 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
12 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
13 under this Order must be clearly so designated before the material is disclosed or  
14 produced.

15 Designation in conformity with this Order requires:

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

23 A Party or Non-Party that makes original documents available for inspection  
24 need not designate them for protection until after the inspecting Party has indicated  
25 which documents it would like copied and produced. During the inspection and  
26 before the designation, all of the material made available for inspection shall be  
27 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents  
28 it wants copied and produced, the Producing Party must determine which documents,

1 or portions thereof, qualify for protection under this Order. Then, before producing the  
2 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”  
3 to each page that contains Protected Material. If only a portion or portions of the  
4 material on a page qualifies for protection, the Producing Party also must clearly  
5 identify the protected portion(s) (e.g., by making appropriate markings in the  
6 margins).

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

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

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

22 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

23 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
24 designation of confidentiality at any time that is consistent with the Court’s  
25 Scheduling Order.

26 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
27 resolution process under Local Rule 37.1, et seq.  
28

1           6.3    The burden of persuasion in any such challenge proceeding shall be on  
2 the Designating Party. Frivolous challenges, and those made for an improper purpose  
3 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
4 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
5 or withdrawn the confidentiality designation, all parties shall continue to afford the  
6 material in question the level of protection to which it is entitled under the Producing  
7 Party’s designation until the Court rules on the challenge.

8    7.    ACCESS TO AND USE OF PROTECTED MATERIAL

9           7.1    Basic Principles. A Receiving Party may use Protected Material that is  
10 disclosed or produced by another Party or by a Non-Party in connection with this  
11 Action only for prosecuting, defending, or attempting to settle this Action. Such  
12 Protected Material may be disclosed only to the categories of persons and under the  
13 conditions described in this Order. When the Action has been terminated, a Receiving  
14 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

18           7.2    Disclosure of “CONFIDENTIAL” Information or Items. Unless  
19 otherwise ordered by the court or permitted in writing by the Designating Party, a  
20 Receiving Party may disclose any information or item designated “CONFIDENTIAL”  
21 only to:

22           (a)    the Receiving Party’s Outside Counsel of Record in this Action, as well  
23 as employees of said Outside Counsel of Record to whom it is reasonably necessary to  
24 disclose the information for this Action;

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

27           (c)    Experts (as defined in this Order) of the Receiving Party to whom  
28 disclosure is reasonably necessary for this Action and who have signed the

1 “Acknowledgment and Agreement to Be Bound” (**Exhibit A**);

2 (d) the court and its personnel;

3 (e) court reporters and their staff;

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

5 Vendors to whom disclosure is reasonably necessary for this Action and who have  
6 signed the “Acknowledgment and Agreement to Be Bound” (**Exhibit A**);

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

9 (h) during their depositions, witnesses ,and attorneys for witnesses, in the  
10 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
11 requests that the witness sign the form attached as **Exhibit A** hereto; and (2) they will  
12 not be permitted to keep any confidential information unless they sign the

13 “Acknowledgment and Agreement to Be Bound” (**Exhibit A**), unless otherwise  
14 agreed by the Designating Party or ordered by the court. Pages of transcribed  
15 deposition testimony or exhibits to depositions that reveal Protected Material may be  
16 separately bound by the court reporter and may not be disclosed to anyone except as  
17 permitted under this Stipulated Protective Order; and

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

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

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

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

27 (b) promptly notify in writing the party who caused the subpoena or order to  
28 issue in the other litigation that some or all of the material covered by the subpoena or

1 order is subject to this Protective Order. Such notification shall include a copy of this  
2 Stipulated Protective Order; and

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

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

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

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

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

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

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

1 description of the information requested; and

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

4 (c) If the Non-Party fails to seek a protective order from this court within 14  
5 days of receiving the notice and accompanying information, the Receiving Party may  
6 produce the Non-Party's confidential information responsive to the discovery request.  
7 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce  
8 any information in its possession or control that is subject to the confidentiality  
9 agreement with the Non-Party before a determination by the court. Absent a court  
10 order to the contrary, the Non-Party shall bear the burden and expense of seeking  
11 protection in this court of its Protected 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 efforts  
17 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
18 persons to whom unauthorized disclosures were made of all the terms of this Order,  
19 and (d) request such person or persons to execute the "Acknowledgment and  
20 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 protection,  
25 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
26 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
27 may be established in an e-discovery order that provides for production without prior  
28 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the

1 parties reach an agreement on the effect of disclosure of a communication or  
2 information covered by the attorney-client privilege or work product protection, the  
3 parties may incorporate their agreement in the stipulated protective order submitted to  
4 the court.

5 12. MISCELLANEOUS

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
7 person to seek its modification by the Court in the future.

8 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
9 Protective Order no Party waives any right it otherwise would have to object to  
10 disclosing or producing any information or item on any ground not addressed in this  
11 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
12 ground to use in evidence of any of the material covered by this Protective Order.

13 12.3 Filing Protected Material. A Party that seeks to file under seal any  
14 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
15 only be filed under seal pursuant to a court order authorizing the sealing of the  
16 specific Protected Material at issue. If a Party's request to file Protected Material  
17 under seal is denied by the court, then the Receiving Party may file the information in  
18 the public record unless otherwise instructed by the court.

19 13. FINAL DISPOSITION

20 After the final disposition of this Action, as defined in paragraph 4, within 60  
21 days of a written request by the Designating Party, each Receiving Party must return  
22 all Protected Material to the Producing Party or destroy such material. As used in this  
23 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
24 summaries, and any other format reproducing or capturing any of the Protected  
25 Material. Whether the Protected Material is returned or destroyed, the Receiving  
26 Party must submit a written certification to the Producing Party (and, if not the same  
27 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
28 (by category, where appropriate) all the Protected Material that was returned or



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Dated: December 21, 2017 WOOD, SMITH, HENNING & BERMAN LLP

/s/ Michael J. Partos  
Michael J. Partos  
Attorneys for Defendant  
KEY AUTO RECOVERY

**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

DATED: January 8, 2018

*Alicia G. Rosenberg*

\_\_\_\_\_  
Honorable Alicia G Rosenberg  
United States Magistrate Judge

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
[print or type full address], declare under penalty of perjury that I have read in its  
entirety and understand the Stipulated Protective Order that was issued by the United  
States District Court for the Central District of California on [date] in the case of  
\_\_\_\_\_ *Charlynn Odahl v. Primeritus Financial Services, Inc., et al.*, Case No.  
2:17-cv-08570-SJO-AGR. I agree to comply with and to be bound by all the terms  
of this Stipulated Protective Order and I understand and acknowledge that failure to so  
comply could expose me to sanctions and punishment in the nature of contempt. I  
solemnly promise that I will not disclose in any manner any information or item that is  
subject to this Stipulated Protective Order to any person or entity except in strict  
compliance with the provisions of this Order. I further agree to submit to the  
jurisdiction of the United States District Court for the Central District of California for  
the purpose of enforcing the terms of this Stipulated Protective Order, even if such  
enforcement proceedings occur after termination of this action. I hereby appoint  
\_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full  
address and telephone number] as my California agent for service of process in  
connection with this action or any proceedings related to enforcement of this  
Stipulated Protective Order.

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

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

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

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

REED SMITH LLP  
A limited liability partnership formed in the State of Delaware