

1 Mark E. Ellis - 127159  
 Anthony P. J. Valenti - 284542  
 2 ELLIS LAW GROUP LLP  
 1425 River Park Drive, Suite 400  
 3 Sacramento, CA 95815  
 Tel: (916) 283-8820  
 4 Fax: (916) 283-8821  
 mellis@ellislawgrp.com  
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6 Attorneys for Defendant FINEX GROUP, LLC  
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8 UNITED STATES DISTRICT COURT  
 9 CENTRAL DISTRICT OF CALIFORNIA

10 ARLENA PALACIOS,  
 11 Plaintiff,  
 12  
 13 v.  
 14 FINEX GROUP, LLC, a California  
 limited liability company, and DOES 1-  
 15 10, inclusive,  
 16 Defendants.

Case No.: 2:18-cv-01381 TJH (AGRx)  
**STIPULATED PROTECTIVE  
 ORDER**

17 1. A. PURPOSES AND LIMITATIONS  
 18

19 Discovery in this action is likely to involve production of confidential, proprietary,  
 20 or private information for which special protection from public disclosure and from use  
 21 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the  
 22 parties hereby stipulate to and petition the Court to enter the following Stipulated  
 23 Protective Order. The parties acknowledge that this Order does not confer blanket  
 24 protections on all disclosures or responses to discovery and that the protection it affords  
 25 from public disclosure and use extends only to the limited information or items that are  
 26 entitled to confidential treatment under the applicable legal principles. The parties further  
 27 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order  
 28 does not entitle them to file confidential information under seal; Civil Local Rule 79-5

1 sets forth the procedures that must be followed and the standards that will be applied when  
2 a party seeks permission from the court to file material under seal.  
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4 B. GOOD CAUSE STATEMENT

5 This action is likely to involve trade secrets, sensitive debtor and account  
6 information, confidential company policies, procedures, and training materials, and other  
7 valuable commercial, financial, technical and/or proprietary information for which  
8 special protection from public disclosure and from use for any purpose other than  
9 prosecution of this action is warranted. Such confidential and proprietary materials and  
10 information consist of, among other things, confidential business or financial information,  
11 information regarding confidential business practices, or other commercial information  
12 (including information implicating privacy rights of third parties), information otherwise  
13 generally unavailable to the public, or which may be privileged or otherwise protected  
14 from disclosure under state or federal statutes, court rules, case decisions, or common  
15 law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution  
16 of disputes over confidentiality of discovery materials, to adequately protect information  
17 the parties are entitled to keep confidential, to ensure that the parties are permitted  
18 reasonable necessary uses of such material in preparation for and in the conduct of trial,  
19 to address their handling at the end of the litigation, and serve the ends of justice, a  
20 protective order for such information is justified in this matter. It is the intent of the parties  
21 that information will not be designated as confidential for tactical reasons and that nothing  
22 be so designated without a good faith belief that it has been maintained in a confidential,  
23 non-public manner, and there is good cause why it should not be part of the public record  
24 of this case.  
25

26 2. DEFINITIONS

27 2.1 Action: this pending federal law suit.  
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1           2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
2 information or items under this Order.

3           2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it  
4 is generated, stored or maintained) or tangible things that qualify for protection under  
5 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
6 Statement.

7           2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
8 support staff).

9           2.5 Designating Party: a Party or Non-Party that designates information or items  
10 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

11           2.6 Disclosure or Discovery Material: all items or information, regardless of the  
12 medium or manner in which it is generated, stored, or maintained (including, among other  
13 things, testimony, transcripts, and tangible things), that are produced or generated in  
14 disclosures or responses to discovery in this matter.

15           2.7 Expert: a person with specialized knowledge or experience in a matter  
16 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
17 expert witness or as a consultant in this Action.

18           2.8 House Counsel: attorneys who are employees of a party to this Action. House  
19 Counsel does not include Outside Counsel of Record or any other outside counsel.

20           2.9 Non-Party: any natural person, partnership, corporation, association, or other  
21 legal entity not named as a Party to this action.

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

26           2.11 Party: any party to this Action, including all of its officers, directors,  
27 employees, consultants, retained experts, and Outside Counsel of Record (and their  
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1 support staffs).

2           2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
3 Material in this Action.

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

8           2.14 Protected Material: any Disclosure or Discovery Material that is designated  
9 as “CONFIDENTIAL.”

10           2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from  
11 a Producing Party.

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13 3.       SCOPE

14           The protections conferred by this Stipulation and Order cover not only Protected  
15 Material (as defined above), but also (1) any information copied or extracted from  
16 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
17 Material; and (3) any testimony, conversations, or presentations by Parties or their  
18 Counsel that might reveal Protected Material. Any use of Protected Material at trial shall  
19 be governed by the orders of the trial judge. This Order does not govern the use of  
20 Protected Material at trial.

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22 4.       DURATION

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

5 5.1 Exercise of Restraint and Care in Designating Material for Protection.

6 Each Party or Non-Party that designates information or items for protection under  
7 this Order must take care to limit any such designation to specific material that qualifies  
8 under the appropriate standards. The Designating Party must designate for protection only  
9 those parts of material, documents, items, or oral or written communications that qualify  
10 so that other portions of the material, documents, items, or communications for which  
11 protection is not warranted are not swept unjustifiably within the ambit of this Order.

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

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

19 5.2 Manner and Timing of Designations.

20 Except as otherwise provided in this Order (see, e.g., second paragraph of section  
21 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that  
22 qualifies for protection under this Order must be clearly so designated before the material  
23 is disclosed or produced.

24 Designation in conformity with this Order requires:

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

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

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

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

### 24 5.3 Inadvertent Failures to Designate.

25 If timely corrected, an inadvertent failure to designate qualified information or  
26 items does not, standing alone, waive the Designating Party’s right to secure protection  
27 under this Order for such material. Upon timely correction of a designation, the Receiving  
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1 Party must make reasonable efforts to assure that the material is treated in accordance  
2 with the provisions of this Order.  
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4 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

5 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation  
6 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

7 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
8 process under Local Rule 37.1 et seq.

9 6.3 The burden of persuasion in any such challenge proceeding shall be on the  
10 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,  
11 to harass or impose unnecessary expenses and burdens on other parties) may expose the  
12 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn  
13 the confidentiality designation, all parties shall continue to afford the material in question  
14 the level of protection to which it is entitled under the Producing Party’s designation until  
15 the Court rules on the challenge.  
16

17 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

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

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

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

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

11 (d) the court and its personnel;

12 (e) court reporters and their staff;

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

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

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

27 (i) any mediator or settlement officer, and their supporting personnel,  
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1 mutually agreed upon by any of the parties engaged in settlement discussions.  
2

3 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
4 OTHER LITIGATION

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

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

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

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

16 If the Designating Party timely seeks a protective order, the Party served with the  
17 subpoena or court order shall not produce any information designated in this action as  
18 “CONFIDENTIAL” before a determination by the court from which the subpoena or  
19 order issued, unless the Party has obtained the Designating Party’s permission. The  
20 Designating Party shall bear the burden and expense of seeking protection in that court of  
21 its confidential material and nothing in these provisions should be construed as  
22 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive  
23 from another court.  
24

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

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

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

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

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

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

17 (c) If the Non-Party fails to seek a protective order from this court within 14  
18 days of receiving the notice and accompanying information, the Receiving Party may  
19 produce the Non-Party’s confidential information responsive to the discovery request. If  
20 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any  
21 information in its possession or control that is subject to the confidentiality agreement  
22 with the Non-Party before a determination by the court. Absent a court order to the  
23 contrary, the Non-Party shall bear the burden and expense of seeking protection in this  
24 court of its Protected Material.

25  
26 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

27 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
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1 Protected Material to any person or in any circumstance not authorized under this  
2 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing  
3 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
4 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
5 whom unauthorized disclosures were made of all the terms of this Order, and (d) request  
6 such person or persons to execute the “Acknowledgment and Agreement to Be Bound”  
7 that is attached hereto as Exhibit A.  
8

9 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
10 PROTECTED MATERIAL

11 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
12 produced material is subject to a claim of privilege or other protection, the obligations of  
13 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).  
14 This provision is not intended to modify whatever procedure may be established in an e-  
15 discovery order that provides for production without prior privilege review. Pursuant to  
16 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the  
17 effect of disclosure of a communication or information covered by the attorney-client  
18 privilege or work product protection, the parties may incorporate their agreement in the  
19 stipulated protective order submitted to the court.  
20

21 12. MISCELLANEOUS

22 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
23 person to seek its modification by the Court in the future.

24 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
25 Protective Order no Party waives any right it otherwise would have to object to disclosing  
26 or producing any information or item on any ground not addressed in this Stipulated  
27 Protective Order. Similarly, no Party waives any right to object on any ground to use in  
28

1 evidence of any of the material covered by this Protective Order.

2           12.3 Filing Protected Material. A Party that seeks to file under seal any Protected  
3 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
4 under seal pursuant to a court order authorizing the sealing of the specific Protected  
5 Material at issue. If a Party's request to file Protected Material under seal is denied by the  
6 court, then the Receiving Party may file the information in the public record unless  
7 otherwise instructed by the court.

8  
9 13. FINAL DISPOSITION

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

1 14. Any violation of this Order may be punished by any and all appropriate measures  
2 including, without limitation, contempt proceedings and/or monetary sanctions.  
3

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
5

6 DATED: September 14, 2018

/s/ Aidan W. Butler

Aidan W. Butler  
Attorneys for Plaintiff  
Arlena Palacios

9 DATED: September 19, 2018

/s/ Anthony P. J. Valenti

Anthony P. J. Valenti  
Ellis Law Group, LLP  
Attorneys for Defendant  
Finex Group, LLP

13 **ATTESTATION**

14  
15 Pursuant to Civil Local Rule 5-4.3.4(a)(2)(i), the undersigned hereby attests that all  
16 other signatories listed, and on whose behalf the filing is submitted, concur in the filing's  
17 content and have authorized the filing as of the date(s) indicated above.  
18

19 DATED: September 19, 2018

/s/ Anthony P. J. Valenti

Anthony P. J. Valenti  
Ellis Law Group, LLP  
Attorneys for Defendant  
Finex Group, LLP

24 **ORDER**

25 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

26 DATED: 09/26/2018



Alicia G. Rosenberg  
United States District/Magistrate Judge

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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  
*Palacios v. Finex Group, LLP*, Case No. 2:18-cv-01381 TJH (AGRx). 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: \_\_\_\_\_