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

GENES P. FERRERAS, individually,  
and on behalf of the public

Case No. 2:18-CV-01511-PA-AGR

Plaintiff,

**STIPULATED  
PROTECTIVE ORDER**

vs.

BUREAUS INVESTMENT GROUP  
PORTFOLIO NO. 15, LLC;  
STONELEIGH RECOVERY  
ASSOCIATES, LLC; and DOES 1  
through 50, inclusive

Defendants.

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to

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

#### 11 B. GOOD CAUSE STATEMENT

12 This action is likely to involve trade secrets, customer and pricing lists and  
13 other valuable research, development, commercial, financial, technical and/or  
14 proprietary information or which special protection from public disclosure and  
15 from use for any purpose other than prosecution of this action is warranted. Such  
16 confidential and proprietary materials and information consist of, among other  
17 things, confidential business or financial information, information regarding  
18 confidential business practices, or other confidential research, development, or  
19 commercial information (including information implicating privacy rights of third  
20 parties), information otherwise generally unavailable to the public, or which may  
21 be privileged or otherwise protected from disclosure under state or federal statutes,  
22 court rules, case decisions, or common law. Plaintiff's discovery requests to date  
23 seek information relating to Defendants' confidential policy and procedure  
24 information as it relates to debt collection practices of Stoneleigh and debt  
25 verification practices of Big 15. Accordingly, to expedite the flow of information,  
26 to facilitate the prompt resolution of disputes over confidentiality of discovery  
27 materials, to adequately protect information the parties are entitled to keep  
28

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

10 2. DEFINITIONS

11 2.1 Action: this pending federal lawsuit

12 2.2 Challenging Party: a Party or Non-Party that challenges the  
13 designation of information or items under this Order.

14 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
15 how it is generated, stored or maintained) or tangible things that qualify for  
16 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
17 the Good Cause Statement.

18 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
19 their support staff).

20 2.5 Designating Party: a Party or Non-Party that designates information  
21 or items that it produces in disclosures or in responses to discovery as  
22 “CONFIDENTIAL.”

23 2.6 Disclosure or Discovery Material: all items or information, regardless  
24 of the medium or manner in which it is generated, stored, or maintained (including,  
25 among other things, testimony, transcripts, and tangible things), that are produced  
26 or generated in disclosures or responses to discovery in this matter.

27 2.7 Expert: a person with specialized knowledge or experience in a  
28

1 matter pertinent to the litigation who has been retained by a Party or its counsel to  
2 serve as an expert witness or as a consultant in this Action.

3       2.8 House Counsel: attorneys who are employees of a party to this  
4 Action. House Counsel does not include Outside Counsel of Record or any other  
5 outside counsel.

6       2.9 Non-Party: any natural person, partnership, corporation, association  
7 or other legal entity not named as a Party to this action.

8       2.10 Outside Counsel of Record: attorneys who are not employees of a  
9 party to this Action but are retained to represent or advise a party to this Action  
10 and have appeared in this Action on behalf of that party or are affiliated with a law  
11 firm that has appeared on behalf of that party, and includes support staff.

12       2.11 Party: any party to this Action, including all of its officers, directors,  
13 employees, consultants, retained experts, and Outside Counsel of Record (and their  
14 support staffs).

15       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
16 Discovery Material in this Action.

17       2.13 Professional Vendors: persons or entities that provide litigation  
18 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
19 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
20 and their employees and subcontractors.

21       2.14 Protected Material: any Disclosure or Discovery Material that is  
22 designated as “CONFIDENTIAL.”

23       2.15 Receiving Party: a Party that receives Disclosure or Discovery  
24 Material from a Producing Party.  
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1 3. SCOPE

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

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

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10 4. DURATION

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

20 5. DESIGNATING PROTECTED MATERIAL

21 5.1 Exercise of Restraint and Care in Designating Material for Protection.

22 Each Party or Non-Party that designates information or items for protection under  
23 this Order must take care to limit any such designation to specific material that  
24 qualifies under the appropriate standards. The Designating Party must designate  
25 for protection only those parts of material, documents, items or oral or written  
26 communications that qualify so that other portions of the material, documents,  
27 items or communications for which protection is not warranted are not swept  
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1 unjustifiably 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  
5 impose unnecessary expenses and burdens on other parties) may expose the  
6 Designating Party 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 of the material on a page qualifies for  
21 protection, the Producing Party also must clearly identify the protected portion(s)  
22 (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  
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1 documents it wants copied and produced, the Producing Party must determine  
2 which documents, or portions thereof, qualify for protection under this Order.  
3 Then, before producing the specified documents, the Producing Party must affix  
4 the “CONFIDENTIAL legend” to each page that contains Protected Material. If  
5 only a portion of the material on a page qualifies for protection, the Producing  
6 Party also must clearly identify the protected portion(s) (e.g., by making  
7 appropriate markings in the margins).

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

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

17 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
18 failure to designate qualified information or items does not, standing alone, waive  
19 the Designating Party’s right to secure protection under this Order for such  
20 material. Upon timely correction of a designation, the Receiving Party must make  
21 reasonable efforts to assure that the material is treated in accordance with the  
22 provisions of this Order.  
23

24  
25 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

26 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
27 designation of confidentiality at any time that is consistent with the Court’s  
28 Scheduling Order.

1           6.2    Meet and Confer. The Challenging Party shall initiate the dispute  
2 resolution process under Local Rule 37.1 et seq.

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

11 ///

12 7.       ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

23           7.2    Disclosure of “CONFIDENTIAL” Information or Items. Unless  
24 otherwise ordered by the court or permitted in writing by the Designating Party, a  
25 Receiving Party may disclose any information or item designated  
26 “CONFIDENTIAL” only to:  
27

- 28           (a) the Receiving Party’s Outside Counsel of Record in this Action, as

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1 well as employees of said Outside Counsel of Record to whom it is reasonably  
2 necessary to disclose the information for this Action;

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

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

8 (d) the court and its personnel;

9 (e) court reporters and their staff;

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

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

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

24 (i) any mediator or settlement officer, and their supporting personnel,  
25 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 shall include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or  
9 order 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 shall  
11 include 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  
15 with the subpoena or court order shall not produce any information designated in  
16 this action as “CONFIDENTIAL” before a determination by the court from which  
17 the subpoena or order issued, unless the Party has obtained the Designating Party’s  
18 permission. The Designating Party shall 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

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

26 (a) The terms of this Order are applicable to information produced by a  
27 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
28 produced by Non-Parties in connection with this litigation is protected by the

1 remedies and relief provided by this Order. Nothing in these provisions should be  
2 construed as prohibiting a Non-Party from seeking additional protections.

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

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

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

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

15 (c) If the Non-Party fails to seek a protective order from this court within  
16 14 days of receiving the notice and accompanying information, the Receiving  
17 Party may produce the Non-Party's confidential information responsive to the  
18 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
19 Party shall not produce any information in its possession or control that is subject  
20 to the confidentiality agreement with the Non-Party before a determination by the  
21 court. Absent a court order to the contrary, the Non-Party shall bear the burden  
22 and expense of seeking protection in this court of its Protected Material.  
23  
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25 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

26 If a Receiving Party learns that, by inadvertence or otherwise, it has  
27 disclosed Protected Material to any person or in any circumstance not authorized  
28 under this Stipulated Protective Order, the Receiving Party must immediately (a)

1 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
2 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
3 the person or persons to whom unauthorized disclosures were made of all the terms  
4 of this Order, and (d) request such person or persons to execute the  
5 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
6 A.

7  
8 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
9 PROTECTED MATERIAL

10 When a Producing Party gives notice to Receiving Parties that certain  
11 inadvertently produced material is subject to a claim of privilege or other  
12 protection, the obligations of the Receiving Parties are those set forth in Federal  
13 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
14 whatever procedure may be established in an e-discovery order that provides for  
15 production without prior privilege review.

16 If a Producing Party inadvertently discloses information in connection with  
17 the pending litigation to another Party that the Producing Party thereafter claims to  
18 be privileged or protected by the attorney-client privilege or attorney work product  
19 protection (“Disclosed Protected Information”), the disclosure of the Disclosed  
20 Protected Information shall not constitute or be deemed a waiver or forfeiture of  
21 any claim of privilege or work product protection that the Producing Party would  
22 otherwise be entitled to assert with respect to the Disclosed Protected Information  
23 and its subject matter in this proceeding or in any other federal or state proceeding.

24 A Producing Party may assert in writing attorney-client privilege or work  
25 product protection with respect to Disclosed Protected Information. The Receiving  
26 Party must—unless it contests the claim of attorney-client privilege or work  
27 product protection—within five business days of receipt of that writing, (i) return  
28 or destroy all copies of the Disclosed Protected Information, and (ii) provide a

1 certification of counsel that all of the Disclosed Protected Information has been  
2 returned or destroyed. Within five business days after assertion of attorney-client  
3 privilege or work product protection with respect to Disclosed Protected  
4 Information, the Producing Party must produce a privilege log with respect to the  
5 Disclosed Protected Information.12. MISCELLANEOUS

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of  
7 any 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  
11 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
12 any ground to use in evidence of any of the material covered by this Protective  
13 Order.

14 12.3 Filing Protected Material. A Party that seeks to file under seal any  
15 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
16 may only be filed under seal pursuant to a court order authorizing the sealing of the  
17 specific Protected Material at issue. If a Party's request to file Protected Material  
18 under seal is denied by the court, then the Receiving Party may file the information  
19 in the public record unless otherwise instructed by the court.  
20

21  
22 13. FINAL DISPOSITION

23 After the final disposition of this Action, as defined in paragraph 4, within  
24 60 days of a written request by the Designating Party, each Receiving Party must  
25 return all Protected Material to the Producing Party or destroy such material. As  
26 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
27 compilations, summaries, and any other format reproducing or capturing any of the  
28 Protected Material. Whether the Protected Material is returned or destroyed, the



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

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15 14. VIOLATION

16 Any violation of this Order may be punished by appropriate measures including,  
17 without limitation, contempt proceedings and/or monetary sanctions.

18 ///

19 ///

20 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

21 KEMNITZER, BARRON & KRIEG, LLP

22 DATED: August 22, 2018

23 /s/ Adam J. McNeile

24 Adam J. McNeile

25 Attorneys for Plaintiff  
26  
27  
28



1 ACTUATE LAW LLC  
2 DATED: August 22, 2018

3 /s/ Dara C Tarkowski

4 Dara C. Tarkowski

5 *pro hac vice*

6 Attorneys for Defendants

7 CARLSON & MESSER LLP

8 DATED: August 22, 2018

9 /s/ David J. Kaminski

10 David J. Kaminski

11 Attorneys for Defendants

12 **ATTESTATION OF SIGNATURE**

13 I, David J. Kaminski, am the ECF User whose ID and Password were used  
14 to electronically file this Statement. Pursuant to Central District of California  
15 Local Rule 5-4.3.4(a)(2), I hereby attest that all other signatories listed, and on  
16 whose behalf this filing is submitted, concur in the content of this filing and have  
17 authorized the electronic filing thereof.

18 /s/ David J. Kaminski

19 David J. Kaminski

20 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

21 DATED: August 30, 2018

22 

23 Hon. United States Magistrate Judge

1  
2 EXHIBIT A

3 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

4  
5 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or  
6 type full address], declare under penalty of perjury that I have read in its entirety and understand  
7 the Stipulated Protective Order that was issued by the United States District Court for the Central  
8 District of California on [date] in the case of *Genes P. Ferreras v. Bureaus Investment Group*  
9 *Portfolio No. 15 et al.*, Case No. 2:18-CV-01511-PA-AGR I agree to comply with and to be  
10 bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that  
11 failure to so comply could expose me to sanctions and punishment in the nature of contempt. I  
12 solemnly promise that I will not disclose in any manner any information or item that is subject to  
13 this Stipulated Protective Order to any person or entity except in strict compliance with the  
14 provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court for the  
16 Central District of California for enforcing the terms of this Stipulated Protective Order, even if  
17 such enforcement proceedings occur after termination of this action. I hereby appoint  
18 \_\_\_\_\_ [print or type full name] of  
19 \_\_\_\_\_ [print or type full address and telephone  
20 number] as my California agent for service of process in connection with this action or any  
21 proceedings related to enforcement of this Stipulated Protective Order.

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

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

24  
25 Printed name: \_\_\_\_\_

26  
27 Signature: \_\_\_\_\_