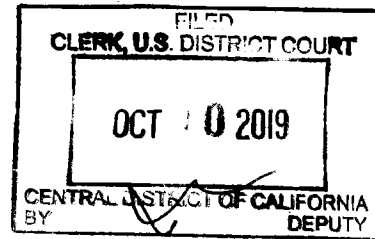


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Attorneys for Defendant
 10 PIONEER CREDIT RECOVERY, INC.

11 UNITED STATES DISTRICT COURT
 12 CENTRAL DISTRICT OF CALIFORNIA
 13 WESTERN DIVISION

14 JOON BANG, 15 16 Plaintiff, 17 vs. 18 PIONEER CREDIT RECOVERY, INC.; and DOES 1 - 10, Inclusive, 19 Defendants.) Case No. 2:18-cv-10579-CJC (Ex)) STIPULATION FOR PROTECTIVE) ORDER AND (PROPOSED) ORDER)) Complaint Filed: December 21, 2018))
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20
 21 Subject to the approval of the Court, Plaintiff Joon Bang and Defendant Pioneer
 22 Credit Recovery ("PCR"), stipulate to the following Protective Order pursuant to
 23 F.R.C.P. 26(c).

24 The Court, being advised in the premises, finds there is a potentially significant
 25 number of documents to be produced by PCR in this case containing the nonpublic
 26 personal information of Plaintiff and the confidential and proprietary information of
 27 PCR, such that document-by-document review of these materials will be
 28 impracticable if the case is to proceed in an orderly, timely, and efficient manner.

1 The Court further finds the Parties' interests in protecting the nonpublic
2 personal information of Plaintiff, as well as confidential and commercially sensitive
3 information of PCR pertaining to Plaintiff's account(s) from unnecessary disclosure,
4 and the Parties' desire and the benefit to the Court of an orderly and expeditious
5 resolution of this matter on its merits, outweigh any societal interest in disclosure of
6 such materials to non-parties. Thus, after due consideration by the Court and for good
7 cause shown, the Court finds that it is appropriate to expedite the flow of discovery
8 material, promote the prompt resolution of disputes over confidentiality, and to
9 facilitate the preservation of material arguably worthy of protection.

10 Accordingly, it is **ORDERED and ADJUDGED as follows:**

11 1. "CONFIDENTIAL" Documents, Materials, and Information. This Order
12 shall govern all documents produced by PCR and all written answers, deposition
13 answers, other responses to discovery, and all communications of any kind made by
14 Defendant PCR, its attorneys, consultants, agents, employees, and representatives; and
15 other third parties. "CONFIDENTIAL" materials shall be the documents or
16 information PCR designates under this Order and any notes, work papers, or other
17 documents respectively containing "CONFIDENTIAL" materials derived from such
18 items. PCR may identify any documents or information, including but not limited to
19 discovery materials produced by other parties and initial disclosures, documents and
20 things, answers to interrogatories, responses to requests for production, responses to
21 requests for admission, deposition exhibits, and all or portions of deposition or
22 hearing transcripts of others, as "CONFIDENTIAL" and designate the documents or
23 information as such by affixing thereto a legend of "CONFIDENTIAL" or by
24 designating through another method set forth in this Order or agreed to by the parties.
25 PCR may designate documents or information as "CONFIDENTIAL" to the extent
26 PCR, through counsel, believes "good cause" under Federal Rule of Civil Procedure
27 26(c) exists to categorize the material as confidential because the material contains or
28 includes: (1) confidential business or technical information; (2) trade secrets;

1 (3) proprietary business methods or practices; (4) any other competitively sensitive
2 confidential information; (5) personal information, including personal financial
3 information about customers or applicants, any party to this lawsuit, or an employee
4 of any party to this lawsuit; (6) information regarding any individual's banking or
5 lending relationships, including, without limitation, information regarding any
6 individual's mortgage or credit history and/or consumer information not otherwise
7 available to the public; and (7) any other categories that are later agreed to in writing
8 by the parties or ordered by the Court.

9 2. Designation of "CONFIDENTIAL" Material. PCR shall designate
10 materials as "CONFIDENTIAL" by stamping them with the word
11 "CONFIDENTIAL" in a manner which will not interfere with their legibility. This
12 designation shall only be used in a reasonable fashion and upon a good faith
13 determination by counsel that a particular document contains non-public information
14 and falls within one of the categories enumerated in Paragraph 1. This designation
15 shall ordinarily be made before or at the same time as the production or disclosure of
16 the material. Because materials described in Paragraph 1 shall be covered by this
17 Order, there shall be no waiver of confidentiality if such materials are inadvertently
18 produced without being stamped "CONFIDENTIAL." Materials already produced in
19 discovery in this litigation may be designated as "CONFIDENTIAL" upon written
20 notice (without stamping), within fourteen (14) days of the entry of this Order, by
21 PCR to all counsel of record to whom such documents have been produced by
22 notifying the other party of the identity of the documents or information to be so
23 designated. PCR can remove at any time its designation of "CONFIDENTIAL" from
24 any of the documents or information it previously so designated.

25 3. Treatment of "CONFIDENTIAL" Information. Unless otherwise
26 ordered by the Court, "CONFIDENTIAL" material, and any quotes, summaries,
27 charts, or notes made therefrom, and any facts or information contained therein or
28 derived therefrom, shall be held in confidence and used by the parties to whom the

1 documents and information are produced solely for the purpose of this case. The
2 parties agree to take reasonable steps to maintain the confidentiality of the documents,
3 information, and testimony relating thereto. During the pendency of this litigation,
4 “CONFIDENTIAL” material, including all copies thereof, shall be retained solely in
5 the custody of the parties’ attorneys and shall not be placed in the possession of or
6 disclosed to any other person, except as set forth in this Order, as otherwise agreed
7 upon by the parties, or upon leave of Court. Each person to whom
8 “CONFIDENTIAL” material is disclosed pursuant to this Order is hereby prohibited
9 from exploiting in any way such documents or information for his, her, or its own
10 benefit, or from using such information for any purpose or in any manner not
11 connected with the prosecution or defense of this case.

12 4. “Disclosure.” As used herein, “disclosure” or to “disclose” shall mean to
13 divulge, reveal, describe, summarize, paraphrase, quote, transmit, or otherwise
14 communicate “CONFIDENTIAL” material.

15 5. Permissible Disclosure of “CONFIDENTIAL” Material. Except by order
16 of this Court, or otherwise as required by law, material designated as
17 “CONFIDENTIAL” (and any notes or documents that reflect or refer to such
18 documents and information) shall not be disclosed to any person other than:

- 19 (a) A party hereto;
- 20 (b) Counsel employed by a party, or an employee of such counsel, to whom
21 it is necessary that the materials be shown or the information known for
22 purposes of this case;
- 23 (c) Any employee or agent of a party to whom the “CONFIDENTIAL”
24 materials are shown for the purpose of working directly on or testifying
25 in connection with this litigation at the request of or at the direction of
26 counsel for such party;
- 27 (d) A person retained to assist in this action, such as an investigator,
28 independent accountant, or other technical expert or consultant, who has

1 signed an acknowledgement in the form of Exhibit A, which signed
2 acknowledgement shall be retained by the party who has retained such
3 person;

4 (e) This Court (or its employees or agents) pursuant to a court filing in
5 connection with this action;

6 (f) Any person(s) designated by the Court in the interest of justice, upon
7 such terms as the Court may deem proper;

8 (g) Members of the jury at a public trial of this matter, subject to the
9 requirements of Paragraph 11 below; or

10 (h) A person who is deposed or who testifies at the hearing in this matter
11 who has signed an acknowledgement in the form of Exhibit A hereto,
12 which signed acknowledgement shall be retained by the party who has
13 compelled such person to testify at a deposition or trial. If the witness
14 refuses to sign such form, the party compelling such testimony shall
15 immediately notify opposing counsel and permit them seven (7) days to
16 seek redress with the Court.

17 6. Review of Own "CONFIDENTIAL" Materials. The restrictions of this
18 Order shall not apply to PCR, and its employees, attorneys, experts, or other
19 authorized agents, when reviewing PCR's own "CONFIDENTIAL" materials.

20 7. Deposition Transcripts. Deposition testimony and deposition exhibits
21 containing "CONFIDENTIAL" material shall be covered by this Order. During a
22 deposition taken in this matter, PCR, on the record, may designate as
23 "CONFIDENTIAL" portions of the deposition testimony or deposition exhibits.
24 Alternatively, PCR may, by written notice to opposing counsel and the court reporter
25 not later than fourteen (14) business days after receipt of the final deposition
26 transcript, designate as "CONFIDENTIAL" any portions of the PCR's deposition
27 testimony or deposition exhibits. Until expiration of the above fourteen (14) day
28 period, all deposition transcripts of PCR will be treated as "CONFIDENTIAL"

1 material unless otherwise agreed to in writing by the parties.

2 8. Objections to “CONFIDENTIAL” Designations. To the extent that any
3 party contests a designation under this Order, such party shall object to such
4 designation in writing not later than fourteen (14) business days after receipt of
5 materials designated as “CONFIDENTIAL.” The parties shall first try to resolve the
6 disagreement in good faith on an informal basis, such as the production of redacted
7 copies. If the parties are unable to reach an agreement regarding the designation, then
8 the party objecting to such designation shall file an appropriate motion with the Court
9 for a ruling that the documents or other information shall not be accorded such status
10 and treatment. In the event that such a challenge is made, the party asserting the
11 confidentiality designation shall have the burden of establishing good cause exists
12 under Federal Rule of Civil Procedure 26(c) to maintain the designation. Until this
13 Court enters an order changing the designation of such documents or information,
14 such document or information shall continue to be protected as provided by this
15 Order. Should the Court rule in favor of the party objecting to the confidentiality
16 designation, the party asserting the designation shall produce a copy of the
17 document(s) without the “CONFIDENTIAL” designation.

18 9. Disclosing “CONFIDENTIAL” Material. If PCR wishes to disclose any
19 “CONFIDENTIAL” material beyond the terms of Paragraphs 5-6 of this Order, PCR
20 shall provide all other parties with reasonable notice in writing of the request to
21 disclose the materials, unless otherwise required by law. If the parties cannot resolve
22 their disagreement with respect to the disclosure of any designated information, then a
23 party may petition the Court for a determination of these issues. In the event that such
24 a challenge is made, the party asserting the confidentiality designation shall have the
25 burden of establishing that the designation is proper. Such “CONFIDENTIAL”
26 material shall remain “CONFIDENTIAL” as stipulated by this Order until the Court
27 rules on the party’s specific petition.

28 10. Pleadings and Other Court Submissions. Each party agrees that when

1 filing with Court any papers (including, without limitation, affidavits, memoranda,
2 interrogatory answers, or depositions) that disclose directly or indirectly any
3 “CONFIDENTIAL” material, such papers shall be filed under seal in accordance with
4 the Court’s local rules and requirements for filing documents under seal.

5 If a party filing a non-dispositive motion seeks to file documents under seal, the
6 filing party must show that good cause exists as defined by Federal Rule of Civil
7 Procedure 26(c). If a party filing a dispositive motion seeks to file documents under
8 seal, the filing party must show “compelling reasons supported by specific factual
9 findings outweigh the general history of access and the public policies favoring
10 disclosure.” *Pintos v. Pacific Creditors Ass’n*, 605 F.3d 665, 677-79 (9th Cir. 2010)
11 (internal quotations and citations omitted).

12 The parties further recognize the possible need to use documents marked
13 “CONFIDENTIAL” during the trial of this matter. However, the parties agree to take
14 reasonable steps to protect the confidentiality of any trial exhibits so designated to
15 include asking the Court to ensure that any such documents referred to or offered into
16 evidence at trial are filed with the Court under seal.

17 11. Document Retention. After the conclusion of this matter (including the
18 expiration of all appeals), all originals and reproductions of the “CONFIDENTIAL”
19 materials shall be returned to the producing party within thirty (30) days of such
20 conclusion or be destroyed. Upon request, the party destroying said documents shall
21 certify in writing to the producing party within ten (10) days of such request that
22 destruction of the “CONFIDENTIAL” materials has taken place. Insofar as the
23 provisions of this Order restrict the use of the documents produced hereunder, the
24 Order shall continue to be binding throughout and after the conclusion of this case,
25 including all appeals, except as set forth in Paragraph 13.

26 12. Admissibility. Nothing in this Order shall be construed to limit any party
27 from producing or introducing any document into evidence at public hearing. Subject
28 to the Rules of Evidence, “CONFIDENTIAL” materials and other confidential

1 information may be offered in evidence at trial or any court hearing. Any party may
2 move the court for an Order that the evidence be received in camera or under other
3 conditions to prevent unnecessary disclosure of any “CONFIDENTIAL” material.
4 The Court will then determine whether the proffered evidence should continue to be
5 treated as “CONFIDENTIAL” and, if so, what protection, if any, may be afforded to
6 such information at the trial or hearing.

7 13. Scope of Discovery. Nothing in this Order shall preclude any party from
8 opposing production of any documents or information, or from seeking further or
9 different relief should future pretrial activities indicate such a need.

10 14. Client Consultation. Nothing in this Order shall bar or otherwise restrict
11 any attorney herein from rendering advice to his or her client with respect to this case
12 or from doing anything necessary to prosecute or defend this case and further the
13 interests of his client, provided, however, that the attorney shall not disclose any
14 material designated for protection hereunder where such disclosure would be contrary
15 to the terms of this Order.

16 15. Discretion of the Court. Nothing in this Order shall apply to, bind, or
17 limit the Court or its employees in the performance of their duties. Notwithstanding
18 any foregoing suggestion to the contrary, the Court shall retain final and complete
19 authority to re-designate any material previously designated as “CONFIDENTIAL” as
20 a public document.

21 16. Notice of Breach. It shall be the obligation of counsel, upon hearing of
22 any breach or breach of this Order by any person, promptly to notify counsel for the
23 opposing and producing parties of such breach or threatened breach. The parties shall
24 make every reasonable effort to mark all discovery containing “CONFIDENTIAL”
25 materials, but the mistaken or inadvertent failure to mark the discovery material,
26 where notice has otherwise been given that it contains “CONFIDENTIAL” materials,
27 shall not exempt it from the provisions of this Order.

28 17. Litigation Use Only. All “CONFIDENTIAL” materials produced in this

1 litigation, whether by a party or nonparty, and whether pursuant to the civil rules of
2 procedure, subpoena, agreement or otherwise, and all information contained therein or
3 derived therefrom, shall be used solely for the preparation and trial of this action
4 (including any appeals and retrials), and may not be used for any other purpose,
5 including business, governmental or commercial, or any other administrative or
6 judicial proceedings or actions.

7 18. Subpoena by Other Court or Agencies. If another court or an
8 administrative agency subpoenas or orders production of “CONFIDENTIAL”
9 materials that a party obtained under the terms of this Order, the party receiving the
10 subpoena shall promptly notify PCR of the pendency of such subpoena or order.

11 19. Inadvertent Disclosure Protection. Review of the “CONFIDENTIAL”
12 materials labeled “CONFIDENTIAL” by counsel, experts, or consultants in the
13 litigation shall not waive the “CONFIDENTIAL” designation or any objections to
14 production. “CONFIDENTIAL” materials inadvertently produced by any party or
15 nonparty through discovery in this action without having been designated as
16 “CONFIDENTIAL” shall be subject to the provisions of this Order to the same extent
17 as if the inadvertent disclosure had not occurred so long as there is reasonable notice
18 to the other party of the inadvertent disclosure. If PCR inadvertently discloses
19 information that is privileged or otherwise immune from discovery, PCR shall
20 promptly, upon discovery of such disclosure, so advise the receiving party in writing
21 and request that the item or items of information be returned. No party to this action
22 shall thereafter assert that such disclosure waived any privilege or immunity. It is
23 further agreed that the receiving party will return such inadvertently produced item or
24 items of information and all copies thereof to PCR within fourteen (14) business days
25 of receiving a written request for the return of such item or items of information from
26 PCR.

27 20. Non-Parties. Non-parties who are required to produce
28 “CONFIDENTIAL” material in response to a subpoena, and who in good faith believe

1 that such material contains confidential information, may rely on this Order and apply
2 it to their production.

3 21. Responsibility of Attorneys. The attorneys of record are responsible for
4 employing reasonable measures to control, consistent with this Order, the duplication
5 of, access to, and distribution of copies of materials labeled "CONFIDENTIAL."
6 Parties shall not duplicate any such materials except for working copies and for filing
7 in court under seal. The attorneys of record further are responsible for employing
8 reasonable measures to control, consistent with this Order, the dissemination or
9 revelation of confidential information.

10 IT IS SO STIPULATED.

11 Dated: October 10, 2019 HINSHAW & CULBERTSON LLP

12
13 By: /s/ Renee Choy Ohlendorf
RENEE CHOY OHLENDORF
14 Attorneys for Defendant
PIONEER CREDIT RECOVERY, INC.

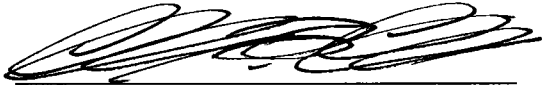
15 Dated: October 10, 2019 LAW OFFICE OF ANDREW P. RUNDQUIST

16
17 By: /s/ Andrew P. Rundquist (as authorized on 10/10/19)
ANDREW P. RUNDQUIST
18 Attorney for Plaintiff JOON BANG

19
20 **ORDER**

21 The Court APPROVES the foregoing stipulation for protective order between
22 Plaintiff Joon Bang and Defendant Pioneer Credit Recovery, Inc.

23 **IT IS SO ORDERED.**

24
25 Dated: 10/10/19 By: 
26 HON. CHARLES F. EICK
27 United States 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 Stipulation and Protective Order
issued by the United States District Court for the Central District of California on
[date] in the case of *Joon Bang v. Pioneer Credit Recovery*, Case No. 2:18-cv-10579-
CJC. I agree to comply with and to be bound by all the terms of the Stipulation and
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 Stipulation and 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: _____