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Attorneys for Defendant
Southwest Credit Systems, L.P.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

BRYAN KROUGH,

Plaintiff,

v.

SOUTHWEST CREDIT SYSTEMS,
L.P.,

Defendants.

Case No.: 2:20-cv-08535-JAK-E

**STIPULATED PROTECTIVE
ORDER**

GOODMAN LAW FIRM, APC
11440 W. Bernardo Ct., Suite 300
San Diego, CA 92127

1 **I. PURPOSES AND LIMITATIONS**

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

17 **II. GOOD CAUSE STATEMENT**

18 A. This action is likely to involve the production of confidential business or
19 financial information, including personal financial information regarding an
20 individual's financial transactions or financial accounts, and other information
21 which is otherwise not available to the public, for which special protection from
22 public disclosure and from use for any purpose other than prosecution of this
23 action is warranted. Such confidential and proprietary materials and information
24 consist of, among other things, confidential business or financial information,
25 information regarding confidential business practices, including information
26 implicating the privacy rights of an individual, information otherwise generally
27 unavailable to the public, or which may be privileged or otherwise protected
28 from disclosure under state or federal statutes, court rules, case decisions, or

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

13 **III. DEFINITIONS**

14 A. Action: The above-captioned lawsuit entitled *Bryan Krough v.*
15 *Southwest Credit Systems, L.P.*, Case No. 2:20-cv-08535-JAK-E.

16 B. Challenging Party: A Party or Non-Party that challenges the
17 designation of information or items under this Order.

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

22 D. Counsel: Outside Counsel of Record and House Counsel (as well
23 as their support staff).

24 E. Designating Party: A Party or Non-Party that designates
25 information or items that it produces in disclosures or in responses to
26 discovery as “CONFIDENTIAL.”

27 F. Disclosure or Discovery Material: All items or information,
28 regardless of the medium or manner in which it is generated, stored, or

1 maintained (including, among other things, testimony, transcripts, and
2 tangible things), that are produced or generated in disclosures or
3 responses to discovery in this matter.

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

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

10 I. Non-Party: Any natural person, partnership, corporation,
11 association, or other legal entity not named as a Party to this action.

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

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

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

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

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

28 O. Receiving Party: A Party that receives Disclosure or Discovery

1 Material from a Producing Party.

2 **IV. SCOPE**

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

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

12 **V. DURATION**

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

22 **VI. DESIGNATING PROTECTED MATERIAL**

23 A. Exercise of Restraint and Care in Designating Material for
24 Protection

25 1. Each Party or Non-Party that designates information or
26 items for protection under this Order must take care to limit any
27 such designation to specific material that qualifies under the
28 appropriate standards. The Designating Party must designate for

1 protection only those parts of material, documents, items, or oral
2 or written communications that qualify so that other portions of
3 the material, documents, items, or communications for which
4 protection is not warranted are not swept unjustifiably within the
5 ambit of this Order.

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

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

17 B. Manner and Timing of Designations

18 1. Except as otherwise provided in this Order (*see, e.g.*, Section
19 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure
20 or Discovery Material that qualifies for protection under this Order
21 must be clearly so designated before the material is disclosed or
22 produced.

23 2. Designation in conformity with this Order requires the
24 following:

25 a. For information in documentary form (e.g., paper or
26 electronic documents, but excluding transcripts of
27 depositions or other pretrial or trial proceedings), that the
28 Producing Party affix at a minimum, the legend

1 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”),
2 to each page that contains protected material. If only a
3 portion or portions of the material on a page qualifies for
4 protection, the Producing Party also must clearly identify the
5 protected portion(s) (e.g., by making appropriate markings
6 in the margins).

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

23 c. For testimony given in depositions, that the
24 Designating Party identify the Disclosure or Discovery
25 Material on the record, before the close of the deposition all
26 protected testimony.

27 d. For information produced in form other than
28 document and for any other tangible items, that the

1 Producing Party affix in a prominent place on the exterior of
2 the container or containers in which the information is
3 stored the legend “CONFIDENTIAL.” If only a portion or
4 portions of the information warrants protection, the
5 Producing Party, to the extent practicable, shall identify the
6 protected portion(s).

7 C. Inadvertent Failure to Designate

8 1. If timely corrected, an inadvertent failure to designate
9 qualified information or items does not, standing alone, waive the
10 Designating Party’s right to secure protection under this Order for
11 such material. Upon timely correction of a designation, the
12 Receiving Party must make reasonable efforts to assure that the
13 material is treated in accordance with the provisions of this Order.

14 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

15 A. Timing of Challenges

16 1. Any party or Non-Party may challenge a designation of
17 confidentiality at any time that is consistent with the Court’s
18 Scheduling Order.

19 B. Meet and Confer

20 1. The Challenging Party shall initiate the dispute resolution
21 process under Local Rule 37.1 et seq.

22 C. The burden of persuasion in any such challenge proceeding shall
23 be on the Designating Party. Frivolous challenges, and those made for
24 an improper purpose (e.g., to harass or impose unnecessary expenses
25 and burdens on other parties) may expose the Challenging Party to
26 sanctions. Unless the Designating Party has waived or withdrawn the
27 confidentiality designation, all parties shall continue to afford the
28 material in question the level of protection to which it is entitled under

1 the Producing Party’s designation until the Court rules on the challenge.

2 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

3 A. Basic Principles

4 1. A Receiving Party may use Protected Material that is
5 disclosed or produced by another Party or by a Non-Party in
6 connection with this Action only for prosecuting, defending, or
7 attempting to settle this Action. Such Protected Material may be
8 disclosed only to the categories of persons and under the
9 conditions described in this Order. When the Action has been
10 terminated, a Receiving Party must comply with the provisions of
11 Section XIV below.

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

15 B. Disclosure of “CONFIDENTIAL” Information or Items

16 1. Unless otherwise ordered by the Court or permitted in
17 writing by the Designating Party, a Receiving Party may disclose
18 any information or item designated “CONFIDENTIAL” only to:

19 a. The Receiving Party’s Outside Counsel of Record in
20 this Action, as well as employees of said Outside Counsel of
21 Record to whom it is reasonably necessary to disclose the
22 information for this Action;

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

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

1 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
5 Professional Vendors to whom disclosure is reasonably
6 necessary or this Action and who have signed the
7 “Acknowledgment and Agreement to be Bound” attached as
8 Exhibit A hereto;
9 g. The author or recipient of a document containing the
10 information or a custodian or other person who otherwise
11 possessed or knew the information;
12 h. During their depositions, witnesses, and attorneys for
13 witnesses, in the Action to whom disclosure is reasonably
14 necessary provided: (i) the deposing party requests that the
15 witness sign the “Acknowledgment and Agreement to Be
16 Bound;” and (ii) they will not be permitted to keep any
17 confidential information unless they sign the
18 “Acknowledgment and Agreement to Be Bound,” unless
19 otherwise agreed by the Designating Party or ordered by the
20 Court. Pages of transcribed deposition testimony or exhibits
21 to depositions that reveal Protected Material may be
22 separately bound by the court reporter and may not be
23 disclosed to anyone except as permitted under this
24 Stipulated Protective Order; and
25 i. Any mediator or settlement officer, and their
26 supporting personnel, mutually agreed upon by any of the
27 parties engaged in settlement discussions.
28

1 **IX. PROTECTED MATERIAL SUPOENAED OR ORDERED**
2 **PRODUCED IN OTHER LITIGATION**

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

- 6 1. Promptly notify in writing the Designating Party. Such
7 notification shall include a copy of the subpoena or court order;
- 8 2. Promptly notify in writing the party who caused the
9 subpoena or order to issue in the other litigation that some or all of
10 the material covered by the subpoena or order is subject to this
11 Protective Order. Such notification shall include a copy of this
12 Stipulated Protective Order; and
- 13 3. Cooperate with respect to all reasonable procedures sought
14 to be pursued by the Designating Party whose Protected Material
15 may be affected.

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

26 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
27 **PRODUCED IN THIS LITIGATION**

28 A. The terms of this Order are applicable to information produced by

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

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

- 10 1. Promptly notify in writing the Requesting Party and the
11 Non-Party that some or all of the information requested is subject
12 to a confidentiality agreement with a Non-Party;
- 13 2. Promptly provide the Non-Party with a copy of the
14 Stipulated Protective Order in this Action, the relevant discovery
15 request(s), and a reasonably specific description of the information
16 requested; and
- 17 3. Make the information requested available for inspection by
18 the Non-Party, if requested.

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

1 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

12 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR**
13 **OTHERWISE PROTECTED MATERIAL**

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

25 **XIII. MISCELLANEOUS**

26 A. Right to Further Relief

27 1. Nothing in this Order abridges the right of any person to
28 seek its modification by the Court in the future.

1 B. Right to Assert Other Objections

2 1. By stipulating to the entry of this Protective Order, no Party
3 waives any right it otherwise would have to object to disclosing or
4 producing any information or item on any ground not addressed in
5 this Stipulated Protective Order. Similarly, no Party waives any
6 right to object on any ground to use in evidence of any of the
7 material covered by this Protective Order.

8 C. Filing Protected Material

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

16 **XIV. FINAL DISPOSITION**

17 A. After the final disposition of this Action, as defined in Section V,
18 within sixty (60) days of a written request by the Designating Party, each
19 Receiving Party must return all Protected Material to the Producing
20 Party or destroy such material. As used in this subdivision, “all
21 Protected Material” includes all copies, abstracts, compilations,
22 summaries, and any other format reproducing or capturing any of the
23 Protected Material. Whether the Protected Material is returned or
24 destroyed, the Receiving Party must submit a written certification to the
25 Producing Party (and, if not the same person or entity, to the
26 Designating Party) by the 60 day deadline that (1) identifies (by
27 category, where appropriate) all the Protected Material that was
28 returned or destroyed and (2) affirms that the Receiving Party has not

1 retained any copies, abstracts, compilations, summaries or any other
2 format reproducing or capturing any of the Protected Material.
3 Notwithstanding this provision, Counsel are entitled to retain an
4 archival copy of all pleadings, motion papers, trial, deposition, and
5 hearing transcripts, legal memoranda, correspondence, deposition and
6 trial exhibits, expert reports, attorney work product, and consultant and
7 expert work product, even if such materials contain Protected Material.
8 Any such archival copies that contain or constitute Protected Material
9 remain subject to this Protective Order as set forth in Section V.

10 B. Any violation of this Order may be punished by any and all
11 appropriate measures including, without limitation, contempt
12 proceedings and/or monetary sanctions.

13
14 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

15
16 Dated: April 27, 2021 /s/ Alejandro E. Figueroa
17 Alejandro E. Figueroa
18 Attorney for Plaintiff

19 Dated: April 27, 2021 /s/ Brett B. Goodman
20 Brett B. Goodman
21 Attorney for Defendant

22
23
24 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

25
26 Dated: 4/28/2021 /s/ CHARLES F. EICK
27 HONORABLE CHARLES F. EICK
28 United States Magistrate Judge

1 **EXHIBIT A**
2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3
4 I, _____ [print or type full name], of _____
5 _____ [print or type full address], declare under penalty of perjury that I
6 have read in its entirety and understand the Stipulated Protective Order that
7 was issue by the United States District Court for the Central District of
8 California on _____ [DATE] in the case of *Bryan Krough v. Southwest*
9 *Credit Systems, L.P.*, Case No. 2:20-cv-08535-JAK-E. I agree to comply with and
10 to be bound by all the terms of this Stipulated Protective Order and I
11 understand and acknowledge that failure to so comply could expose me to
12 sanctions and punishment in the nature of contempt. I solemnly promise that
13 I will not disclose in any manner any information or item that is subject to this
14 Stipulated Protective Order to any person or entity except in strict compliance
15 with the provisions of this Order.

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

24 Date: _____

25 City and State where sworn and signed: _____

26 Printed Name: _____

27 Signature: _____

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SIGNATURE CERTIFICATION PURSUANT TO L.R. 5-4.3.4(2)(i)

I have obtained authorization from the above signatories to file the above-referenced document, and the above signatories concur in the filing's content.

GOODMAN LAW FIRM, APC

By: /s/ Brett B. Goodman

Brett B. Goodman

Attorneys for Defendant

1 **CERTIFICATE OF SERVICE**

2 I certify that on April 28, 2021, a copy of the foregoing was filed and served
3 electronically in the ECF system. Notice of this filing will be sent to the parties of
4 record by operation of the Court’s electronic filing system. Parties may access this
5 filing through the Court’s system.

6
7 DATED: April 28, 2021

8 **GOODMAN LAW FIRM, APC**

9
10 By: /s/ Brett B. Goodman
11 Brett B. Goodman

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