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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MAYRA ARANDA,
Plaintiff,

v.

NISSAN MOTOR ACCEPTANCE
CORPORATION; EXPERIAN
INFORMATION SOLUTIONS,
INC.; TRANS UNION LLC; and
EQUIFAX INFORMATION
SERVICES, LLC,
Defendant.

Case No. 2:21-cv-03451-CBM-PD

STIPULATED PROTECTIVE
ORDER¹

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 enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Patricia Donahue’s Procedures.

1 limited information or items that are entitled to confidential treatment under the
2 applicable legal principles.

3 B. GOOD CAUSE STATEMENT

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

25 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

26 The parties further acknowledge, as set forth in section 12.3, below, that this
27 Stipulated Protective Order does not entitle them to file confidential information
28 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and

1 the standards that will be applied when a party seeks permission from the court to
2 file material under seal.

3 There is a strong presumption that the public has a right of access to judicial
4 proceedings and records in civil cases. In connection with non-dispositive motions,
5 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
6 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006); *Phillips v. Gen. Motors*
7 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002); *Makar-Welbon v. Sony Electrics,*
8 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require
9 good cause showing), and a specific showing of good cause or compelling reasons
10 with proper evidentiary support and legal justification, must be made with respect to
11 Protected Material that a party seeks to file under seal. The parties' mere designation
12 of Disclosure or Discovery Material as CONFIDENTIAL does not—without the
13 submission of competent evidence by declaration, establishing that the material
14 sought to be filed under seal qualifies as confidential, privileged, or otherwise
15 protectable—constitute good cause.

16 Further, if a party requests sealing related to a dispositive motion or trial, then
17 compelling reasons, not only good cause, for the sealing must be shown, and the
18 relief sought shall be narrowly tailored to serve the specific interest to be protected.
19 *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each
20 item or type of information, document, or thing sought to be filed or introduced under
21 seal in connection with a dispositive motion or trial, the party seeking protection
22 must articulate compelling reasons, supported by specific facts and legal
23 justification, for the requested sealing order. Again, competent evidence supporting
24 the application to file documents under seal must be provided by declaration.

25 Any document that is not confidential, privileged, or otherwise protectable in
26 its entirety will not be filed under seal if the confidential portions can be redacted. If
27 documents can be redacted, then a redacted version for public viewing, omitting only
28 the confidential, privileged, or otherwise protectable portions of the document, shall

1 be filed. Any application that seeks to file documents under seal in their entirety
2 should include an explanation of why redaction is not feasible.

3
4 2. DEFINITIONS

5 2.1 Action: *Aranda, Mayra v. Nissan Motor Acceptance Corporation, et al,*
6 2 :21-cv-03451-CMD-PD.

7 2.2 Challenging Party: a Party or Non-Party that challenges the designation
8 of information or items under this Order.

9 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
10 how it is generated, stored or maintained) or tangible things that qualify for
11 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the
12 Good Cause Statement.

13 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
14 their support staff).

15 2.5 Designating Party: a Party or Non-Party that designates information or
16 items that it produces in disclosures or in responses to discovery as
17 “CONFIDENTIAL.”

18 2.6 Disclosure or Discovery Material: all items or information, regardless
19 of the medium or manner in which it is generated, stored, or maintained (including,
20 among other things, testimony, transcripts, and tangible things), that are produced or
21 generated in disclosures or responses to discovery in this matter.

22 2.7 Expert: a person with specialized knowledge or experience in a matter
23 pertinent to the litigation who has been retained by a Party or its counsel to serve as
24 an expert witness or as a consultant in this Action.

25 2.8 House Counsel: attorneys who are employees of a Party to this Action.
26 House Counsel does not include Outside Counsel of Record or any other outside
27 counsel.

28 2.9 Non-Party: any natural person, partnership, corporation, association, or

1 other legal entity not named as a Party to this Action.

2 2.10 Outside Counsel of Record: attorneys who are not employees of a Party
3 to this Action but are retained to represent or advise a Party to this Action and have
4 appeared in this Action on behalf of that Party or are affiliated with a law firm which
5 has appeared on behalf of that Party, and includes support staff.

6 2.11 Party: any party to this Action as of the date of execution of this Order,
7 including all of its officers, directors, employees, consultants, retained experts, and
8 Outside Counsel of Record (and their support staffs).

9 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
10 Discovery Material in this Action.

11 2.13 Professional Vendors: persons or entities that provide litigation support
12 services (e.g., photocopying, videotaping, translating, preparing exhibits or
13 demonstrations, and organizing, storing, or retrieving data in any form or medium)
14 and their employees and subcontractors.

15 2.14 Protected Material: any Disclosure or Discovery Material that is
16 designated as “CONFIDENTIAL.” Protected Material shall not include any
17 Disclosure or Discovery Material that shows on its face that it has been actually
18 published or otherwise disseminated to the public.

19 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
20 from a Producing Party.

21
22 3. SCOPE

23 The protections conferred by this Stipulation and Order cover not only
24 Protected Material (as defined above), but also (1) any information copied or
25 extracted from Protected Material; (2) all copies, excerpts, summaries, or
26 compilations of Protected Material; and (3) any testimony, conversations, or
27 presentations by Parties or their Counsel that might reveal Protected Material.
28

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

3 This Order is made without prejudice to any Party's right to seek additional or
4 further protection of any Disclosure or Discovery Material or to otherwise seek a
5 modification of this Order in any way, including, but not limited to, an order that
6 certain matter not be produced at all.

7 Nothing in this Order shall restrict or prevent a Producing Party's own use or
8 disclosure of its own Protected Material for any purpose, and nothing in this Order
9 shall restrict or prevent any Producing Party from showing its own Protected
10 Material to any individual who prepared the Protected Material.

11
12 4. DURATION

13 Once a case proceeds to trial, information that was designated as
14 CONFIDENTIAL or maintained pursuant to this protective order used or introduced
15 as an exhibit at trial becomes public and will be presumptively available to all
16 members of the public, including the press, unless compelling reasons supported by
17 specific factual findings to proceed otherwise are made to the trial judge in advance
18 of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing "good cause"
19 showing for sealing documents produced in discovery from "compelling reasons"
20 standard when merits-related documents are part of court record). Accordingly, the
21 terms of this protective Order do not extend beyond the commencement of the trial
22 to any Disclosure or Discovery Material that was used or introduced as an exhibit at
23 trial.

24 Notwithstanding the preceding paragraph, this Order shall remain in effect
25 even after the termination of this Action, up through the earliest of either the
26 expiration of any rights to appeal or the conclusion of any related appellate
27 proceeding. This Court retains and shall have continuing jurisdiction over the Parties
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1 and Receiving Parties of the Protected Material for enforcement of the provisions of
2 this Order following termination of this Action up through the earliest of either the
3 expiration of any rights to appeal or the conclusion of any related appellate
4 proceeding

5 5. DESIGNATING PROTECTED MATERIAL

6 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

22 5.2 Manner and Timing of Designations. Except as otherwise provided in
23 this Order (*see, e.g.*, section 5.2(b) below), or as otherwise stipulated or ordered,
24 Disclosure or Discovery Material that qualifies for protection under this Order must
25 be clearly so designated before the material is disclosed or produced.

26 Designation in conformity with this Order requires:

27 (a) for information in documentary form (*e.g.*, paper or electronic
28 documents, but excluding transcripts of depositions or other pretrial or trial

1 proceedings), that the Producing Party affix at a minimum, the legend
2 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
3 contains protected material. If only a portion or portions of the material on a page
4 qualifies for protection, the Producing Party also must clearly identify the protected
5 portion(s) (*e.g.*, by making appropriate markings in the margins). For electronic or
6 digital files being produced, the Producing Party may affix each viewable page or
7 image with the “CONFIDENTIAL” designation and mark the medium, container,
8 and/or communication in which the electronic or digital files were contained.

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

21 (c) Where electronic or digital files and documents are produced in native
22 electronic format, such files and documents shall be marked as “CONFIDENTIAL”
23 by appending to the file names or designators information indicating that the file
24 contains Protected Material. When electronic or digital files or documents are printed
25 for use at a deposition, a Court proceeding, or for any other use in any manner
26 approved by this Order, the Party printing the files or documents shall mark the
27 printed copies with the appropriate designation set by the Designating Party.

28 (d) for testimony given in depositions that the Designating Party identifies

1 the Disclosure or Discovery Material on the record, before the close of the deposition
2 all protected testimony. This provision shall not alter or modify any Designating
3 Party's rights with respect the inadvertent failure to designate set forth herein,
4 including those provided in Section 5.3.

5 (e) for information produced in some form other than documentary and for
6 any other tangible items, that the Producing Party affix in a prominent place on the
7 exterior of the container or containers in which the information is stored the legend
8 "CONFIDENTIAL." If only a portion or portions of the information warrants
9 protection, the Producing Party, to the extent practicable, shall identify the protected
10 portion(s).

11 5.3 Inadvertent Failures to Designate. The inadvertent or unintentional
12 production or disclosure by a Party of Disclosure or Discovery Material containing
13 "CONFIDENTIAL" Information or Items but was not designated as
14 "CONFIDENTIAL," despite the Producing Party's reasonable efforts to prescreen
15 such Disclosure or Discovery Material prior to production, will not waive the
16 Producing Party's right to designate all or a portion of the Disclosure or Discovery
17 material with the appropriate designation described herein provided that the
18 Producing Party notifies all Receiving Parties that such Disclosure or Discovery
19 Material should have been designated as "CONFIDENTIAL" within ten (10) court
20 days from the Producing Party's discovery of the inadvertent or unintentional failure
21 to designate. The Producing Party shall thereafter reproduce the Protected Material
22 with the correct designation within five (5) court days upon its notification to the
23 Receiving Parties. Upon receipt of the Protected Material with the correct
24 designation, the Receiving Parties shall return or securely destroy, at Producing
25 Party's option, all Disclosure or Discovery Material that was not properly
26 designated.

27
28 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

1 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
2 designation of confidentiality at any time that is consistent with the Court’s
3 Scheduling Order. Any Party or Non-Party shall not be obligated to challenge the
4 designation of Disclosure or Discovery Material under this Order at the time the
5 designation is made, and a failure to do so shall not preclude a subsequent challenge
6 thereto.

7 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
8 resolution process under Local Rule 37 et seq. Any challenge shall particularly
9 identify the documents or information that the Challenging Party contends should
10 not be designated as “CONFIDENTIAL” and shall state the specific grounds for the
11 challenge and/or objection. The Parties may conduct the prefiling conference of
12 counsel telephonically or via a video platform.

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

20
21 7. ACCESS TO AND USE OF PROTECTED MATERIAL

22 7.1 Basic Principles. A Receiving Party may use Protected Material that is
23 disclosed or produced by another Party or by a Non-Party in connection with this
24 Action only for prosecuting, defending, or attempting to settle this Action. Such
25 Protected Material may be disclosed only to the categories of persons and under the
26 conditions described in this Order. Following the termination of this Action and the
27 earliest of either the expiration of any rights to appeal or the conclusion of any related
28 appellate proceeding,, a Receiving Party must comply with the provisions of section

1 13 below (FINAL DISPOSITION).

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

5 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
6 otherwise ordered by the court or permitted in writing by the Designating Party, a
7 Receiving Party may disclose any information or item designated
8 “CONFIDENTIAL” only to:

9 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
10 as Outside Counsel of Record’s paralegals and staff to whom it is reasonably
11 necessary to disclose the information for this Action;

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

14 (c) Experts (as defined in this Order) of the Receiving Party to whom
15 disclosure is reasonably necessary for this Action provide that: (a) such Expert has
16 agreed to be bound by the provisions of this Order by signing a copy of the
17 “Acknowledgment and Agreement to Comply” (Exhibit A);

18 (d) the Court and its personnel and any juror or alternate juror;

19 (e) court reporters, stenographers, videographers, and their staff;

20 (f) professional jury or trial consultants, mock jurors, and Professional
21 Vendors to whom disclosure is reasonably necessary for this Action and who have
22 signed the “Acknowledgment and Agreement to Comply” (Exhibit A);

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

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

1 “Acknowledgment and Agreement to Comply” (Exhibit A), unless otherwise agreed
2 by the Designating Party or ordered by the Court. Pages of transcribed deposition
3 testimony or exhibits to depositions that reveal Protected Material may be separately
4 bound by the court reporter and may not be disclosed to anyone except as permitted
5 under this Stipulated Protective Order; and

6 (i) any mediator or settlement officer, and their supporting personnel,
7 mutually agreed upon by any of the Parties engaged in settlement discussions.

8 (j) any other person with the prior written consent of the Producing Party.
9

10 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
11 IN OTHER LITIGATION

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

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

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

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

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

4
5 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
6 PRODUCED IN THIS LITIGATION

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

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

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

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

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

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

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6 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
8 Protected Material to any person or in any circumstance not authorized under this
9 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
10 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
11 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
12 persons to whom unauthorized disclosures were made of all the terms of this Order,
13 and (d) request such person or persons to execute the “Acknowledgment and
14 Agreement to Comply that is attached hereto as Exhibit A. Unauthorized or
15 inadvertence disclosure by the Receiving Party does not change the status of the
16 Protected Material or otherwise waive the Producing Party’s right to maintain the
17 “CONFIDENTIALITY” designation for such Protected Material.

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19 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
20 PROTECTED MATERIAL

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

4
5 12. MISCELLANEOUS

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

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

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

19
20 13. FINAL DISPOSITION

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

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1 **14. VIOLATION**

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

4

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6

7 DATED: December 16, 2021

8

9 /s/ Youssef H. Hammoud
10 Youssef H. Hammond, Esq.
11 PRICE LAW GROUP, APC
12 6345 Balboa Blvd. Suite 247
13 Encino, CA 91316
14 Tel: (818) 600-5596
15 Fax: (818) 600-5496
16 Email: youssef@pricelawgroup.com
17 Attorneys for Plaintiff
18 *Mayra Aranda*

15

16 DATED December 16, 2021

17

18 /s/ Robert Im
19 Brian A. Paino (SBN 251243)
20 Robert J. Im (SBN 299613)
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26 Email: bpaino@mcglinchey.com
27 rim@mcglinchey.com
28 Attorneys for Defendant Nissan Motor
Acceptance Corporation

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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: December 16, 2021

PATRICIA DONAHUE

HONORABLE PATRICIA DONAHUE
United States Magistrate Judge

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SIGNATURE CERTIFICATION

Pursuant to L.R. 5-4.3.4(a)(2), I hereby certify that all other signatories listed, on whose behalf this filing is submitted, concur with the contents of this filing, and have authorized the filing.

DATED: December 16, 2021

By: /s/ Youssef H. Hammoud
Youssef H. Hammoud
Attorneys for Plaintiff,
Mayra Aranda

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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO COMPLY

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 Aranda, Mayra v. Nissan Motor Acceptance Corporation; Experian Information Solutions, Inc.; Trans Union LLC; and Equifax Information Services, LLC 2:21-cv-03451-CBM-PD. I agree to comply with all the terms of the 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 the Stipulated Protective Order to any person or entity except in strict compliance with the provisions of the 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 the 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 the Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____