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

7
8 NADER AHMED and SADIA
9 HASAN,

10 Plaintiffs,

11 v.

12 TOYOTA MOTOR CREDIT
13 CORPORATION; TRANS UNION
14 LLC; EQUIFAX INFORMATION
15 SERVICES, LLC; and EXPERIAN
16 INFORMATION SOLUTIONS, INC.,

17 Defendants.

Case No.: 2:22-cv-04204-MWF-GJS

STIPULATED PROTECTIVE
ORDER¹

18 1. PURPOSES AND LIMITATIONS

19 Discovery in this action is likely to involve production of confidential,
20 proprietary or private information for which special protection from public disclosure
21 and from use for any purpose other than pursuing this litigation may be warranted.
22 Accordingly, the parties hereby stipulate to and petition the Court to enter the
23 following Stipulated Protective Order. The parties acknowledge that this Order does
24 not confer blanket protections on all disclosures or responses to discovery and that
25 the protection it affords from public disclosure and use extends only to the limited
26

27 _____
28 ¹ This Stipulated Protective Order is substantially based on the model protective
order provided under Magistrate Judge Gail J. Standish's Procedures.

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

3 B. GOOD CAUSE STATEMENT

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

25 C. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

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
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1 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and
2 the standards that will be applied when a party seeks permission from the court to
3 file material under seal.

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

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

26 Any document that is not confidential, privileged, or otherwise protectable in
27 its entirety will not be filed under seal if the confidential portions can be redacted. If
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1 documents can be redacted, then a redacted version for public viewing, omitting only
2 the confidential, privileged, or otherwise protectable portions of the document, shall
3 be filed. Any application that seeks to file documents under seal in their entirety
4 should include an explanation of why redaction is not feasible.

5 2. DEFINITIONS

6 2.1 Action: *Ahmed, Nader and Sadia Hasan v. Credit Corporation, et al.*,
7 2:22-cv-04204-MWF-GJS.

8
9 2.2 Challenging Party: a Party or Non-Party that challenges the
10 designation of information or items under this Order.

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

15 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
16 their support staff).

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

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

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

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

3 2.9 Non-Party: any natural person, partnership, corporation, association or
4 other legal entity not named as a Party to this action.

5 2.10 Outside Counsel of Record: attorneys who are not employees of a party
6 to this Action but are retained to represent a party to this Action and have appeared
7 in this Action on behalf of that party or are affiliated with a law firm that has appeared
8 on behalf of that party, and includes support staff.

9 2.11 Party: any party to this Action, including all of its officers, directors,
10 employees, consultants, retained experts, and Outside Counsel of Record (and their
11 support staffs).

12 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
13 Discovery Material in this Action.

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

18 2.14 Protected Material: any Disclosure or Discovery Material that is
19 designated as “CONFIDENTIAL.”

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

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

4 4. DURATION

5 FINAL DISPOSITION of the action is defined as the conclusion of any
6 appellate proceedings, or, if no appeal is taken, when the time for filing of an appeal
7 has run. Except as set forth below, the terms of this protective order apply through
8 FINAL DISPOSITION of the action. The parties may stipulate that they will be
9 contractually bound by the terms of this agreement beyond FINAL DISPOSITION,
10 but will have to file a separate action for enforcement of the agreement once all
11 proceedings in this case are complete.

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

21 5. DESIGNATING PROTECTED MATERIAL

22 5.1 Exercise of Restraint and Care in Designating Material for

23 Protection. Each Party or Non-Party that designates information or items
24 for protection under this Order must take care to limit any such designation to specific
25 material that qualifies under the appropriate standards. The Designating Party must
26 designate for protection only those parts of material, documents, items or oral or
27 written communications that qualify so that other portions of the material,
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1 documents, items or communications for which protection is not warranted are not
2 swept unjustifiably within the ambit of this Order.

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

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

11 5.2 Manner and Timing of Designations. Except as otherwise provided in
12 this Order, or as otherwise stipulated or ordered, Disclosure of Discovery Material
13 that qualifies for protection under this Order must be clearly so designated before the
14 material is disclosed or 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 documents
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1 it wants copied and produced, the Producing Party must determine which documents,
2 or portions thereof, qualify for protection under this Order. Then, before producing
3 the specified documents, the Producing Party must affix the “CONFIDENTIAL
4 legend” to each page that contains Protected Material. If only a portion of the material
5 on a page qualifies for protection, the Producing Party also must clearly identify the
6 protected portion(s) (e.g., by making appropriate markings in the margins).

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

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

16 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
17 failure to designate qualified information or items does not, standing alone, waive
18 the Designating Party’s right to secure protection under this Order for such material.
19 Upon timely correction of a designation, the Receiving Party must make reasonable
20 efforts to assure that the material is treated in accordance with the provisions of this
21 Order.

22 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

23 6.1. Timing of Challenges. Any Party or Non-Party may challenge a
24 designation of confidentiality at any time that is consistent with the Court’s
25 Scheduling Order.

26 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
27 resolution process under Local Rule 37-1 et seq.
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1 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a joint
2 stipulation pursuant to Local Rule 37-2.

3 6.4 The burden of persuasion in any such challenge proceeding shall be on the
4 Designating Party. Frivolous challenges, and those made for an improper purpose
5 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
6 expose the Challenging Party to sanctions. Unless the Designating Party has waived
7 or withdrawn the confidentiality designation, all parties shall continue to afford the
8 material in question the level of protection to which it is entitled under the Producing
9 Party’s designation until the Court rules on the challenge.

10 7. ACCESS TO AND USE OF PROTECTED MATERIAL

11 7.1 Basic Principles. A Receiving Party may use Protected Material that is
12 disclosed or produced by another Party or by a Non-Party in connection with this
13 Action only for prosecuting, defending or attempting to settle this Action. Such
14 Protected Material may be disclosed only to the categories of persons and under the
15 conditions described in this Order. When the Action has been terminated, a Receiving
16 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

20 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
21 otherwise ordered by the court or permitted in writing by the Designating Party, a
22 Receiving Party may disclose any information or item designated
23 “CONFIDENTIAL” only to:

24 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
25 well as employees of said Outside Counsel of Record to whom it is reasonably
26 necessary to disclose the information for this Action;
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1 (b) the officers, directors, and employees (including House Counsel) of
2 the Receiving Party to whom disclosure is reasonably necessary for this Action;

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

6 (d) the court and its personnel and any juror or alternate juror;

7 (e) court reporters and their staff;

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

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

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

22 (i) any mediators or settlement officers and their supporting personnel,
23 mutually agreed upon by any of the parties engaged in settlement discussions.

24 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
25 PRODUCED IN OTHER LITIGATION

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

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

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

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

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

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

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

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

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

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

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

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

19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
21 Protected Material to any person or in any circumstance not authorized under this
22 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
23 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
24 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
25 persons to whom unauthorized disclosures were made of all the terms of this Order,
26 and (d) request such person or persons to execute the "Acknowledgment an
27 Agreement to Comply" attached hereto as Exhibit A.
28

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

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14. VIOLATION

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

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: January 16, 2023 /s/ Youssef H. Hammoud
Attorneys for Plaintiffs
Nader Ahmed and Sadia Hasan

DATED: January 16, 2023 /s/Jennifer Brooks
Attorneys for Defendant
Equifax Information Services LLC

DATED: January 16, 2023 /s/ Zachary Frampton
Attorneys for Defendant
Toyota Motor Credit Corporation

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: January 17, 2023



HON. GAIL J. STANDISH
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY

3 I, _____ [print or type full name], declare under penalty of perjury
4 as follows:

5 1. My address is _____.

6 2. My present employer is _____.

7 3. My present occupation or job description is _____.

8 4. I have read in its entirety and understand the Stipulated Protective Order
9 that was issued by the United States District Court for the Central District of
10 California on [date] in this case of *Nader Ahmed and Sadia Hasan v. Toyota Motor*
11 *Credit Corporation, et al.*, 2:22-cv-04204-MWF-GJS.

12 5. I agree to comply with all the terms of this Stipulated Protective Order
13 and I understand and acknowledge that failure to comply could expose me to
14 sanctions and punishment in the nature of contempt.

15 6. I solemnly promise that I will not disclose in any manner any
16 information or item that is subject to this Stipulated Protective Order to any person
17 or entity except in strict compliance with the provisions of this Order.

18 7. I further agree to submit to the jurisdiction of the Unites Sates District
19 Court for the Central District of California for enforcing the terms of this Stipulated
20 Protective Order, even if such enforcement proceedings occur after termination of
21 this action.

22 Date: _____

23
24 City and State where sworn and signed: _____

25 Printed name: _____

26
27 Signature: _____

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