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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

KIRI VILLA  
Plaintiff,  
v.  
COLUMBIA DEBT RECOVERY,  
LLC DBA GENESIS CREDIT  
MANAGEMENT, LLC  
Defendant.

Case No. 2:24-cv-02572-FMO-MAR  
  
STIPULATED PROTECTIVE  
ORDER<sup>1</sup>

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

<sup>1</sup> This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Rozella A. Oliver’s Procedures.

1                    B. GOOD CAUSE STATEMENT

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

23                    C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

24                    The parties further acknowledge, as set forth in Section 12.3, below, that this  
25 Stipulated Protective Order does not entitle them to file confidential information  
26 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
27 and the standards that will be applied when a party seeks permission from the court  
28 to file material under seal.

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

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

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

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2. DEFINITIONS

2.1 Action: This pending federal lawsuit.

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

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

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

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

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

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

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

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

2.10 Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and

1 have appeared in this Action on behalf of that party or are affiliated with a law firm  
2 that has appeared on behalf of that party, and includes support staff.

3 2.11 Party: any party to this Action, including all of its officers, directors,  
4 employees, consultants, retained experts, and Outside Counsel of Record (and their  
5 support staffs).

6 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
7 Discovery Material in this Action.

8 2.13 Professional Vendors: persons or entities that provide litigation  
9 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
11 and their employees and subcontractors.

12 2.14 Protected Material: any Disclosure or Discovery Material that is  
13 designated as “CONFIDENTIAL.”

14 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
15 Material from a Producing Party.

### 16 17 3. SCOPE

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

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

### 25 26 4. DURATION

27 Once a case proceeds to trial, information that was designated as  
28 CONFIDENTIAL or maintained pursuant to this protective order used or introduced

1 as an exhibit at trial becomes public and will be presumptively available to all  
2 members of the public, including the press, unless compelling reasons supported by  
3 specific factual findings to proceed otherwise are made to the trial judge in advance  
4 of the trial. *See Kamakana*, [447 F.3d at 1180-81](#) (distinguishing “good cause”  
5 showing for sealing documents produced in discovery from “compelling reasons”  
6 standard when merits-related documents are part of court record). Accordingly, the  
7 terms of this protective order do not extend beyond the commencement of the trial.

## 8 9 5. DESIGNATING PROTECTED MATERIAL

### 10 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

26 5.2 Manner and Timing of Designations. Except as otherwise provided in  
27 this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise  
28 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection

1 under this Order must be clearly so designated before the material is disclosed or  
2 produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (*e.g.*, paper or electronic  
5 documents, but excluding transcripts of depositions or other pretrial or trial  
6 proceedings), that the Producing Party affix at a minimum, the legend  
7 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
8 contains protected material. If only a portion of the material on a page qualifies for  
9 protection, the Producing Party also must clearly identify the protected portion(s)  
10 (*e.g.*, by making appropriate markings in the margins).

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

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

26 (c) for information produced in some form other than documentary and  
27 for any other tangible items, that the Producing Party affix in a prominent place on  
28 the exterior of the container or containers in which the information is stored the

1 legend “CONFIDENTIAL.” If only a portion or portions of the information  
2 warrants protection, the Producing Party, to the extent practicable, shall identify the  
3 protected portion(s).

4 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
5 failure to designate qualified information or items does not, standing alone, waive  
6 the Designating Party’s right to secure protection under this Order for such material.  
7 Upon timely correction of a designation, the Receiving Party must make reasonable  
8 efforts to assure that the material is treated in accordance with the provisions of this  
9 Order.

## 10 11 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
13 designation of confidentiality at any time that is consistent with the Court’s  
14 Scheduling Order.

15 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
16 resolution process under Local Rule 37.1 et seq.

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

## 25 26 7. ACCESS TO AND USE OF PROTECTED MATERIAL

27 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
28 disclosed or produced by another Party or by a Non-Party in connection with this



1 Action only for prosecuting, defending or attempting to settle this Action. Such  
2 Protected Material may be disclosed only to the categories of persons and under the  
3 conditions described in this Order. When the Action has been terminated, a  
4 Receiving Party must comply with the provisions of section 13 below (FINAL  
5 DISPOSITION).

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

9 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
10 otherwise ordered by the court or permitted in writing by the Designating Party, a  
11 Receiving Party may disclose any information or item designated  
12 “CONFIDENTIAL” only to:

13 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
14 well as employees of said Outside Counsel of Record to whom it is reasonably  
15 necessary to disclose the information for this Action;

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

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

21 (d) the court and its personnel;

22 (e) court reporters and their staff;

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

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

28 (h) during their depositions, witnesses, and attorneys for witnesses, in the

1 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
2 requests that the witness sign the form attached as Exhibit A hereto; and (2) they  
3 will not be permitted to keep any confidential information unless they sign the  
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
5 agreed by the Designating Party or ordered by the court. Pages of transcribed  
6 deposition testimony or exhibits to depositions that reveal Protected Material may  
7 be separately bound by the court reporter and may not be disclosed to anyone except  
8 as permitted under this Stipulated Protective Order; and

9 (i) any mediator or settlement officer, and their supporting personnel,  
10 mutually agreed upon by any of the parties engaged in settlement discussions.

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

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

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

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

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

25 If the Designating Party timely seeks a protective order, the Party served with  
26 the subpoena or court order shall not produce any information designated in this  
27 action as “CONFIDENTIAL” before a determination by the court from which the  
28 subpoena or order issued, unless the Party has obtained the Designating Party’s

1 permission. The Designating Party shall bear the burden and expense of seeking  
2 protection in that court of its confidential material and nothing in these provisions  
3 should be construed as authorizing or encouraging a Receiving Party in this Action  
4 to disobey a lawful directive from another court.

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

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

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

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

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

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

26 (c) If the Non-Party fails to seek a protective order from this court within  
27 14 days of receiving the notice and accompanying information, the Receiving Party  
28 may produce the Non-Party’s confidential information responsive to the discovery

1 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
2 not produce any information in its possession or control that is subject to the  
3 confidentiality agreement with the Non-Party before a determination by the court.  
4 Absent a court order to the contrary, the Non-Party shall bear the burden and  
5 expense of seeking protection in this court of its Protected Material.

6  
7 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

16  
17 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
18 **PROTECTED MATERIAL**

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

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12. MISCELLANEOUS

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

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

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

13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any

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

8  
9 14. VIOLATION

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

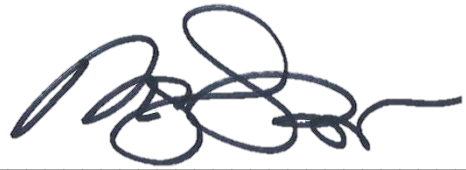
12  
13 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

14  
15 DATED September 17, 2024 *s/ Matthew M. Loker*  
16 *Attorneys for Plaintiff*

17 DATED: September 17, 2024 *s/ David J. Kaminski*  
18 *Attorneys for Defendant*

19  
20 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

21  
22  
23 DATED: 9/24/2024



24 HON. MARGO A. ROCCONI  
25 United States Magistrate Judge



1 I hereby appoint \_\_\_\_\_ [print or type full name] of  
2 \_\_\_\_\_ [print or type full address and  
3 telephone number] as my California agent for service of process in connection with  
4 this action or any proceedings related to enforcement of this Stipulated Protective  
5 Order.

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8 Date: \_\_\_\_\_

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

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12 Printed name: \_\_\_\_\_

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15 Signature: \_\_\_\_\_

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SIGNATURE CERTIFICATION

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

/s/ David J. Kaminski

CERTIFICATE OF SERVICE

I hereby certify that on September 17, 2024, I electronically filed the foregoing with the Clerk of the Court using the ECF system, which will send notice of such filing to all attorneys of record in this matte

/s/ David J. Kaminski