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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ANDREW GRANT, an individual;

Plaintiff,

vs.

WELLS FARGO BANK, N.A., a
Delaware corporation; JEFF
RADEMANN, an individual; and
DOES 1 through 50, inclusive.

Defendants.

Case No. 2:24-CV-05628-SPG-PVCx

**STIPULATED PROTECTIVE
ORDER**

1 **TO THE HONORABLE COURT, ALL PARTIES AND THEIR**
2 **ATTORNEYS OF RECORD:**

3 In order to facilitate discovery in the above-caption matter, Plaintiff Andrew
4 Grant (“Plaintiff”) and Defendants Wells Fargo Bank, N.A. (“Wells Fargo”) and
5 Jeff Rademann (“Rademann”) (Wells Fargo and Rademann are referred to
6 collectively as “Defendants”) hereby agree to the following Jointly Stipulated
7 Protective Order concerning the CONFIDENTIAL treatment of certain documents
8 and information.

9 1. PURPOSES AND LIMITATIONS

10 Disclosure and discovery activity in this action are likely to involve
11 production of confidential, proprietary, or private information for which special
12 protection from public disclosure and from use for any purpose other than
13 prosecuting this litigation may be warranted. Accordingly, the parties hereby
14 stipulate to and petition the court to enter the following Stipulated Protective Order.
15 The parties acknowledge that this Order does not confer blanket protections on all
16 disclosures or responses to discovery and that the protection it affords from public
17 disclosure and use extends only to the limited information or items that are entitled
18 to confidential treatment under the applicable legal principles. The parties further
19 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
20 Order does not entitle them to file confidential information under seal; Civil Local
21 Rule 79-5 sets forth the procedures that must be followed and the standards that will
22 be applied when a party seeks permission from the court to file material under seal.

23 It is the intent of the parties that information will not be designated as
24 confidential for tactical reasons and that nothing be so designated without a good
25 faith belief that it has been maintained in a confidential, non-public manner, and
26 there is good cause why it should not be part of the public record of this case.

27 2. DEFINITIONS

28 2.1 Challenging Party: a Party or Non-Party that challenges the

1 designation of information or items under this Order.

2 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
3 how it is generated, stored or maintained) or tangible things that qualify for
4 protection under Federal Rule of Civil Procedure 26(c).

5 2.3 Counsel (without qualifier): Outside Counsel of Record and House
6 Counsel (as well as their support staff).

7 2.4 Designating Party: a Party or Non-Party that designates information or
8 items that it produces in disclosures or is otherwise disclosed in discovery through
9 responses, subpoenas, etc. as “CONFIDENTIAL.”

10 2.5 Disclosure or Discovery Material: all items or information, regardless
11 of the medium or manner in which it is generated, stored, or maintained (including,
12 among other things, testimony, transcripts, and tangible things), that are produced
13 or generated in disclosures or or is otherwise disclosed in discovery through
14 responses, subpoenas, etc. discovery in this matter.

15 2.6 Expert: a person with specialized knowledge or experience in a matter
16 pertinent to the litigation who has been retained by a Party or its counsel to serve as
17 an expert witness or as a consultant in this action.

18 2.7 House Counsel: attorneys who are employees of a party to this action.
19 House Counsel does not include Outside Counsel of Record or any other outside
20 counsel.

21 2.8 Non-Party: any natural person, partnership, corporation, association,
22 or other legal entity not named as a Party to this action.

23 2.9 Outside Counsel of Record: attorneys who are not employees of a party
24 to this action but are retained to represent or advise a party to this action and have
25 appeared in this action on behalf of that party or are affiliated with a law firm which
26 has appeared on behalf of that party.

27 2.10 Party: any party to this action, including all of its officers, directors,
28 employees, consultants, retained experts, and Outside Counsel of Record (and their
support staffs).

1 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
2 Discovery Material in this action.

3 2.12 Professional Vendors: persons or entities that provide litigation
4 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
5 demonstrations, and organizing, storing, or retrieving data in any form or medium)
6 and their employees and subcontractors.

7 2.13 Protected Material: any Disclosure or Discovery Material that is
8 designated as “CONFIDENTIAL.”

9 2.14 Receiving Party: a Party that receives Disclosure or Discovery
10 Material from a Producing Party.

11 3. SCOPE

12 The protections conferred by this Stipulation and Order cover not only
13 Protected Material (as defined above), but also (1) any information copied or
14 extracted from Protected Material; (2) all copies, excerpts, summaries, or
15 compilations of Protected Material; and (3) any testimony, conversations, or
16 presentations by Parties or their Counsel that might reveal Protected Material.
17 However, the protections conferred by this Stipulation and Order do not cover the
18 following information: (a) any information that is in the public domain at the time
19 of disclosure to a Receiving Party or becomes part of the public domain after its
20 disclosure to a Receiving Party as a result of publication not involving a violation
21 of this Order, including becoming part of the public record through trial or
22 otherwise. Any use of Protected Material at trial shall be governed by a separate
23 agreement or order.

24 4. DURATION

25 Even after final disposition of this litigation, the confidentiality obligations
26 imposed by this Order shall remain in effect until a Designating Party agrees
27 otherwise in writing or a court order otherwise directs. Final disposition shall be
28 deemed to be the later of (1) dismissal of all claims and defenses in this action, with

1 or without prejudice; and (2) final judgment herein after the completion and
2 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
3 including the time limits for filing any motions or applications for extension of time
4 pursuant to applicable law.

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,
12 items, or communications for which protection is not warranted are not swept
13 unjustifiably 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 or retard the case development process or
17 to impose unnecessary expenses and burdens on other parties) expose the
18 Designating 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 mistaken designation.

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

27 Designation in conformity with this Order requires:
28

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

19 (b) for testimony given in deposition or in other pretrial proceedings,
20 that the Designating Party identify on the record, before the close of the deposition,
21 hearing, or other proceeding, all protected testimony, or at any time within 30 days
22 after the date of receipt of the deposition transcript.

23 (c) for information produced in some form other than documentary and
24 for any other tangible items, that the Producing Party affix in a prominent place on
25 the exterior of the container or containers in which the information or item is stored
26 the legend “CONFIDENTIAL.” If only a portion or portions of the information or
27 item warrant protection, the Producing Party, to the extent practicable, shall identify
28 the protected portion(s).

1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
2 failure to designate qualified information or items does not, standing alone, waive
3 the Designating Party’s right to secure protection under this Order for such material.
4 Upon timely correction of a designation, the Receiving Party must make reasonable
5 efforts to assure that the material is treated in accordance with the provisions of this
6 Order.

7 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

8 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
9 designation of confidentiality at any time that is consistent with the Court’s
10 Scheduling Order. Unless a prompt challenge to a Designating Party’s
11 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
12 unnecessary economic burdens, or a significant disruption or delay of the litigation,
13 a Party does not waive its right to challenge a confidentiality designation by electing
14 not to mount a challenge promptly after the original designation is disclosed.

15 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
16 resolution process by providing written notice of each designation it is challenging
17 and describing the basis for each challenge. To avoid ambiguity as to whether a
18 challenge has been made, the written notice must recite that the challenge to
19 confidentiality is being made in accordance with this specific paragraph of the
20 Protective Order. The parties shall attempt to resolve each challenge in good faith
21 and must begin the process by conferring directly (in voice to voice dialogue; other
22 forms of communication are not sufficient) within 14 days of the date of service of
23 notice. In conferring, the Challenging Party must explain the basis for its belief that
24 the confidentiality designation was not proper and must give the Designating Party
25 an opportunity to review the designated material, to reconsider the circumstances,
26 and, if no change in designation is offered, to explain the basis for the chosen
27 designation. A Challenging Party may proceed to the next stage of the challenge
28 process only if it has engaged in this meet and confer process first or establishes
that the Designating Party is unwilling to participate in the meet and confer process

1 in a timely manner.

2 6.3 Judicial Intervention. If the Parties cannot resolve a challenge
3 without court intervention, the Designating Party shall file and serve a motion to
4 retain confidentiality under Civil Local Rules 7-4 through 7-8 (and in compliance
5 with Civil Local Rule 79-5, if applicable) within 21 days of the initial notice of
6 challenge or within 14 days of the parties agreeing that the meet and confer process
7 will not resolve their dispute, whichever is earlier. Each such motion must be
8 accompanied by a competent declaration affirming that the movant has complied
9 with the meet and confer requirements imposed in the preceding paragraph. Failure
10 by the Designating Party to make such a motion including the required declaration
11 within 21 days (or 14 days, if applicable) shall automatically waive the
12 confidentiality designation for each challenged designation. In addition, the
13 Challenging Party may file a motion challenging a confidentiality designation at
14 any time if there is good cause for doing so, including a challenge to the designation
15 of a deposition transcript or any portions thereof. Any motion brought pursuant to
16 this provision must be accompanied by a competent declaration affirming that the
17 movant has complied with the meet and confer requirements imposed by the
18 preceding paragraph.

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

1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2
3 7.1 Basic Principles. A Receiving Party may use Protected Material that is
4 disclosed or produced by another Party or by a Non-Party in connection with this
5 case only for prosecuting, defending, or attempting to settle this litigation. Such
6 Protected Material may be disclosed only to the categories of persons and under the
7 conditions described in this Order. When the litigation has been terminated, a
8 Receiving Party must comply with the provisions of section 13 below (FINAL
DISPOSITION).

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

12 7.2 Disclosure of “CONFIDENTIAL” Information or Items.

13 Unless otherwise ordered by the court or permitted in writing by the
14 Designating Party, a Receiving Party may disclose any information or item
15 designated “CONFIDENTIAL” only to:

16 (a) the Receiving Party’s Outside Counsel of Record in this action, as
17 well as employees of said Outside Counsel of Record to whom it is reasonably
18 necessary to disclose the information for this litigation;

19 (b) the officers, directors, and employees (including House Counsel) of
20 the Receiving Party to whom disclosure is reasonably necessary for this litigation
21 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
A);

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

25 (d) the court and its personnel;

26 (e) court reporters and their staff, professional jury or trial consultants,
27 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary
28

1 for this litigation and who have signed the “Acknowledgment and Agreement to Be
2 Bound” (Exhibit A); during their depositions, witnesses in the action to whom
3 disclosure is reasonably necessary and who have signed the “Acknowledgment and
4 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating
5 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to
6 depositions that reveal Protected Material must be separately bound by the court
7 reporter and may not be disclosed to anyone except as permitted under this
8 Stipulated Protective Order.

9 (f) the author or recipient of a document containing the information or
10 a custodian or other person who otherwise possessed or knew the information.

11 (g) any mediator or settlement officer, and their supporting personnel,
12 mutually agreed upon by any of the parties engaged in settlement discussions.

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

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

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

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

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

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

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

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

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

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

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

25 (c) If the Non-Party fails to object or seek a protective order
26 from this court within 14 days of receiving the notice and accompanying
27 information, the Receiving Party may produce the Non-Party’s confidential
28 information responsive to the discovery request. If the Non-Party timely
seeks a protective order, the Receiving Party shall not produce any

1 information in its possession or control that is subject to the confidentiality
2 agreement with the Non-Party before a determination by the court. Absent a
3 court order to the contrary, the Non-Party shall bear the burden and expense
4 of seeking protection in this court of its Protected Material.

5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

14 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
15 PROTECTED MATERIAL

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

26 12. MISCELLANEOUS

27 12.1 Right to Further Relief. Nothing in this Order abridges the right of
28 any person to seek its modification by the court in the future.

1 12.2 Right to Assert Other Objections. By stipulating to the entry of this
2 Protective Order no Party waives any right it otherwise would have to object to
3 disclosing or producing any information or item on any ground not addressed in this
4 Stipulated Protective Order. Similarly, no Party waives any right to object on any
5 ground to use in evidence of any of the material covered by this Protective Order.

6 12.3 Filing Protected Material. Without written permission from the
7 Designating Party or a court order secured after appropriate notice to all interested
8 persons for pleadings or documents filed in connection with a dispositive motion (*see*
9 Dkt. 8 (Sect. 4)), a Party may not file in the public record in this action any Protected
10 Material. A Party that seeks to file under seal any Protected Material must comply
11 with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant
12 to a court order authorizing the sealing of the specific Protected Material at issue.
13 Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request
14 establishing that the Protected Material at issue is privileged, protectable as a trade
15 secret, or otherwise entitled to protection under the law. If a Receiving Party's request
16 to file Protected Material under seal pursuant to Civil Local Rule 79-5.2.2 is denied
17 by the court, then the Receiving Party may file the information in the public record
18 pursuant to Civil Local Rule 79-5.2.2(b)(ii) unless otherwise instructed by the Court.

19 12.4 The Parties shall meet and confer regarding the procedures for use
20 of any Confidential Materials at trial and shall move the Court for entry of an
21 appropriate order.

22 13. FINAL DISPOSITION

23 Within 60 days after the final disposition of this action, as defined in
24 paragraph 4, each Receiving Party must return all Protected Material to the
25 Producing Party or destroy such material. As used in this subdivision, “all Protected
26 Material” includes all copies, abstracts, compilations, summaries, and any other
27 format reproducing or capturing any of the Protected Material. Whether the
28 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

1 the Designating Party) by the 60 day deadline that (1) identifies (by category, where
2 appropriate) all the Protected Material that was returned or destroyed and (2)
3 affirms that the Receiving Party has not retained any copies, abstracts, compilations,
4 summaries or any other format reproducing or capturing any of the Protected
5 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
6 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
7 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
8 work product, and consultant and expert work product, even if such materials
9 contain Protected Material. Any such archival copies that contain or constitute
10 Protected Material remain subject to this Protective Order as set forth in Section 4
11 (DURATION).

12
13 **GOOD CAUSE SHOWN BY THE PARTIES' STIPULATION, IT IS**
14 **SO ORDERED.**

15
16 DATED: September 25, 2024



17 _____
18 HON. PEDRO V. CASTILLO
19 UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A
CONFIDENTIALITY AGREEMENT

I, _____, hereby declare:

1. My address is

_____. My telephone number is
(____) _____-_____.

2. I have read in its entirety and understand the Stipulation and Protective Order that was issued by the United States District Court for the Central District of California in the case of *Andrew Grant v. Wells Fargo Bank, N.A.*, United States District Court, Central District of California, Case No. 2:24-CV-05628-SPG-PVC. I hereby agree to comply with and to be bound by all the terms of this Stipulation and Protective Order.

3. I understand that the Stipulation and Protective Order requires that I not disclose in any manner any information or item that is subject to this Stipulation and Protective Order to any person or entity except in strict compliance with the provisions of this Stipulation and Protective Order.

4. I consent to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulation and Protective Order, even if such enforcement proceedings occur after termination of this action.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2024 at _____.