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 6 EXPERIAN INFORMATION SOLUTIONS,
 7 INC.

8 UNITED STATES DISTRICT COURT
 9 CENTRAL DISTRICT OF CALIFORNIA

11 ORLANDO SANCHEZ,
 12 Plaintiff,

13 v.

14 EXPERIAN INFORMATION
 15 SOLUTIONS, INC.,
 16 Defendants.

Case No. 5:15-cv-02450-JGB-KK

Hon. Kenly K. Kato

**STIPULATED PROTECTIVE
 ORDER**

[DISCOVERY MATTER]

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1 IT IS HEREBY STIPULATED by and between Plaintiff Orlando Sanchez
2 (“Plaintiff”) and Defendant Experian Information Solutions, Inc. (“Defendant”),
3 through their respective attorneys of record, as follows:

4 **GOOD CAUSE STATEMENT**

5 WHEREAS, Fed. R. Civ. P. 26(c)(1) requires a showing of good cause for
6 the entry of a protective order by the Court to prevent public disclosure of material
7 such as trade secrets or other confidential research, development, or commercial
8 information;

9 WHEREAS, documents and information have been and may be sought,
10 produced or exhibited by and among the parties to this action relating to trade
11 secrets, confidential research, development, technology or other proprietary
12 information belonging to Defendant (including, but not limited to, its computer
13 systems, software and processes used for credit reporting, and information derived
14 therefrom);

15 WHEREAS, an order of this Court is necessary to protect Defendant from
16 annoyance, embarrassment, oppression, or undue burden or expense related to the
17 disclosure of confidential, proprietary or private information of Defendant for
18 purposes other than prosecuting and defending this litigation; and

19 WHEREAS, this Order does not confer blanket protection on all disclosures
20 or responses to discovery, and the protection it gives from public disclosure and use
21 extends only to the specific documents and material entitled to confidential
22 treatment under applicable legal principles.

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24 THEREFORE, an Order of this Court protecting such confidential
25 information shall be and hereby is made by this Court on the following terms:

26 1. This Order shall govern the use, handling and disclosure of all
27 documents, testimony or information produced or given in this action which are
28 designated to be subject to this Order in accordance with the terms hereof.

1 2. Any party or non-party producing or filing documents or other
2 materials in this action (a “Producing Party” or “Designating Party”) may designate
3 such materials and the information contained therein subject to this Order by typing
4 or stamping on the front of the document, or on the portion(s) of the document for
5 which confidential treatment is designated, “Confidential.” No party shall be
6 obliged to challenge the propriety of a CONFIDENTIAL designation, and a failure
7 to do so shall not preclude a subsequent attack on the propriety of such designation
8 at any time that is consistent with the Court’s Scheduling Order.

9 3. To the extent any motions, briefs, pleadings, deposition transcripts, or
10 other papers to be filed with the Court incorporate documents or information
11 subject to this Order, including materials labeled as “Confidential,” or known to be
12 “Confidential” pursuant to this order, the party filing such papers shall file them
13 with the clerk under seal pursuant to the procedures set out in Civil Local Rule 79-
14 5.2.2; provided, however, that a copy of such filing without the confidential
15 information may be made part of the public record. Any party filing any document
16 under seal must comply with all of the requirements of Civil Local Rule 79-5.
17 Confidential materials may only be filed under seal pursuant to a court order
18 authorizing the sealing of the specific Confidential material at issue. If a party’s
19 request pursuant to Civil Local Rule 79-5 to file Confidential material under seal is
20 denied by the Court, then the party that received information or materials
21 designated as “Confidential” (“Receiving Party”) may file the information in the
22 public record unless otherwise instructed by the Court.

23 4. All documents, transcripts, or other materials subject to this Order, and
24 all information derived therefrom (including, but not limited to, all testimony given
25 in a deposition, declaration or otherwise, that refers, reflects or otherwise discusses
26 any information designated “Confidential” hereunder), unless challenged
27 successfully under paragraph 11, shall not be used, directly or indirectly, by any
28 person, for any business, commercial or competitive purposes or for any purpose

1 whatsoever other than solely for the preparation and trial of this action in
2 accordance with the provisions of this Order; provided however, nothing in this
3 protective order shall be construed as authorizing a party to disobey a lawful
4 subpoena or court order issued in another action.

5 5. Except with the prior written consent of the individual or entity
6 designating a document or portions of a document as “Confidential,” or pursuant to
7 prior Order after notice, any document, transcript or pleading given “Confidential”
8 treatment under this Order, and any information contained in, or derived from any
9 such materials (including but not limited to, all deposition testimony that refers to,
10 reflects or otherwise discusses any information designated “Confidential”
11 hereunder) may not be disclosed other than in accordance with this Order and may
12 not be disclosed to any person other than: (a) the Court and its officers; (b) parties
13 to this litigation; (c) counsel for the parties, whether retained outside counsel or in-
14 house counsel and employees of counsel assigned to assist such counsel in the
15 preparation of this litigation; (d) fact witnesses subject to a proffer to the Court or a
16 stipulation of the parties that such witnesses need to know such information;
17 (e) present or former employees of the Producing Party in connection with their
18 depositions in this action (provided that no former employees shall be shown
19 documents prepared after the date of his or her departure); and (f) experts
20 specifically retained as consultants or expert witnesses in connection with this
21 litigation. Notwithstanding the foregoing, nothing in this protective order shall
22 apply to the Court or the court personnel, who are subject only to the Court’s
23 internal procedures regarding the handling of material filed or lodged, including
24 material filed or lodged under seal.

25 6. Documents produced pursuant to this Order shall not be made
26 available to any person designated in Subparagraph 5(f) unless he or she shall have
27 first read this Order, agreed to be bound by its terms, and signed the attached
28 Declaration of Compliance.

1 7. All persons receiving any or all documents produced pursuant to this
2 Order shall be advised of their confidential nature. All persons to whom
3 confidential information and/or documents are disclosed are hereby enjoined from
4 disclosing same to any person except as provided herein, and are further enjoined
5 from using same except in the preparation for and trial of the above-captioned
6 action between the named parties thereto. No person receiving or reviewing such
7 confidential documents, information or transcript shall disseminate or disclose them
8 to any person other than those described above in Paragraph 5 and for the purposes
9 specified, and in no event shall such person make any other use of such document
10 or transcript.

11 8. Nothing in this Order shall prevent a party from using at trial any
12 information or materials designated “Confidential.” Any use of Confidential
13 material at trial or other court hearings or proceedings shall be governed by the
14 orders of the trial judge.

15 9. This Order has been agreed to by the parties to facilitate discovery and
16 the production of relevant evidence in this action. Neither the entry of this Order,
17 nor the designation of any information, document, or the like as “Confidential,” nor
18 the failure to make such designation, shall constitute evidence with respect to any
19 issue in this action.

20 10. Within sixty (60) days after the final termination of this litigation, all
21 documents, transcripts, or other materials afforded confidential treatment pursuant
22 to this Order, including any extracts, summaries or compilations taken therefrom,
23 but excluding any materials which in the good faith judgment of counsel are work
24 product materials, shall be destroyed upon request of the Producing Party.
25 Furthermore, the Receiving Party shall provide a written certification to the
26 Producing Party that (1) identifies (by category, where appropriate) all the
27 Protected Material that was returned or destroyed and (2) affirms that the Receiving
28 Party has not retained any copies.

1 11. In the event that any party to this litigation disagrees at any point in
2 these proceedings with any designation made under this Protective Order
3 (“Challenging Party”), the parties shall first try to resolve such dispute in good faith
4 on an informal basis in accordance with Local Rule 37-1. If the dispute cannot be
5 resolved, the parties shall seek appropriate relief from this Court in accordance with
6 Local Rule 37-2. The burden of persuasion in any such challenge proceeding shall
7 be on the Designating Party. Frivolous challenges, and those made for an improper
8 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
9 parties) may expose the Challenging Party to sanctions. Unless the Designating
10 Party has waived or withdrawn the confidentiality designation, all parties shall
11 continue to afford the material in question the level of protection to which it is
12 entitled under the Producing Party’s designation until the Court rules on the
13 challenge.

14 12. Nothing herein shall affect or restrict the rights of any party with
15 respect to its own documents or to the information obtained or developed
16 independently of documents, transcripts and materials afforded confidential
17 treatment pursuant to this Order.

18 13. The Court retains the right to allow disclosure of any subject covered
19 by this stipulation or to modify this stipulation at any time in the interest of justice.

20 **SO STIPULATED.**

21
22 Dated: May 13, 2016

SEMNAR & HARTMAN, LLP

23
24 By: /s/ Babak Semnar
25 Babak Semnar

26 Attorneys for Plaintiff
27 ORLANDO SANCHEZ
28

1 Dated: May 13, 2016

JONES DAY

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By: /s/ Douglas L. Clark
Douglas L. Clark

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Attorneys for Defendant
EXPERIAN INFORMATION
SOLUTIONS, INC.

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Signature Certification

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Pursuant to Local Rule 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.

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/s/ Douglas L. Clark
Douglas L. Clark

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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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Dated: May 16, 2016

Magistrate Judge Kenly K. Kato

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1 **EXHIBIT A**

2 **DECLARATION OF COMPLIANCE**

3 *Orlando Sanchez v. Experian Information Solutions, Inc.*
4 United States District Court, Central District of California
5 Case No. 5:15-cv-02450-JGB-KK

6 I, _____, declare as follows:

7 1. My address is _____.

8 2. My present employer is _____.

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

10 4 I have received a copy of the Stipulated Protective Order entered in
11 this action on _____, 2016.

12 5. I have carefully read and understand the provisions of this Stipulated
13 Protective Order.

14 6. I will comply with all provisions of this Stipulated Protective Order.

15 7. I will hold in confidence, and will not disclose to anyone not qualified
16 under the Stipulated Protective Order, any information, documents or other
17 materials produced subject to this Stipulated Protective Order.

18 8. I will use such information, documents or other materials produced
19 subject to this Stipulated Protective Order only for purposes of this present action.

20 9. Upon termination of this action, or upon request, I will return and
21 deliver all information, documents or other materials produced subject to this
22 Stipulated Protective Order, and all documents or things which I have prepared
23 relating to the information, documents or other materials that are subject to the
24 Stipulated Protective Order, to my counsel in this action, or to counsel for the party
25 by whom I am employed or retained or from whom I received the documents.

26 10. I hereby submit to the jurisdiction of this Court for the purposes of
27 enforcing the Stipulated Protective Order in this action.

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I declare under penalty of perjury under the laws of the United States that the following is true and correct.

Executed this ____ day of _____, 2016 at _____.

QUALIFIED PERSON