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

MARLIN SMITH AND FLORIA  
SMITH,

Plaintiffs,

v.

NISSAN MOTOR ACCEPTANCE  
CORPORATION; SENTRY CREDIT,  
INC.; EXPERIAN INFORMATION  
SOLUTIONS, INC.; EQUIFAX  
INFORMATION SERVICES, LLC;  
and TRANSUNION, LLC.,

Defendants.

Case No. 5:21-cv-02139-DMG-MAR

Hon. District Judge Dolly M. Gee  
Hon. Magistrate Judge Margo A.  
Rocconi

~~PROPOSED~~ **STIPULATED  
PROTECTIVE ORDER<sup>1</sup>**

Action Filed: November 10, 2021  
Trial Date: N/A

1. INTRODUCTION

1.1 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

<sup>1</sup> This Stipulated Protective Order is substantially based on the model stipulated protective order provided under Magistrate Judge Margo A. Rocconi's Procedures.

1 does not confer blanket protections on all disclosures or responses to discovery and  
2 that the protection it affords from public disclosure and use extends only to the  
3 limited information or items that are entitled to confidential treatment under the  
4 applicable legal principles. The parties further acknowledge, as set forth in Section  
5 12.3, below, that this Stipulated Protective Order does not entitle them to file  
6 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures  
7 that must be followed and the standards that will be applied when a party seeks  
8 permission from the court to file material under seal.

9 1.2 GOOD CAUSE STATEMENT

10 This action is likely to involve trade secrets, private financial information, or  
11 company specific policies and procedure and/or proprietary information for which  
12 special protection from public disclosure and from use for any purpose other than  
13 prosecution of this action is warranted. The parties submit this Protective Order to  
14 reduce the risk of Plaintiff's personal information being compromised, as well as  
15 Defendants' trade secrets from being exposed. Without a Protective Order, the first  
16 primary risk is that current or potential competitors could apply reverse engineering  
17 techniques to create or enhance their own systems and remove the competitive edge  
18 currently enjoyed by Defendants. A second major risk is that unscrupulous credit  
19 clinics could use Defendants' system information to help their clients to avoid the  
20 impact of negative, but accurate, credit histories. The third risk arising from  
21 producing documents without benefit of a protective order is that of identity theft,  
22 which also impacts Plaintiff. This information would be of great use to someone  
23 seeking to steal another's identity for fraudulent purposes.

24 Such confidential and proprietary materials and information consist of, among  
25 other things, confidential business or financial information, information regarding  
26 confidential business practices, or other confidential research, development, or  
27 commercial information (including information implicating privacy rights of third  
28 parties), information otherwise generally unavailable to the public, or which may be

1 privileged or otherwise protected from disclosure under state or federal statutes, court  
2 rules, case decisions, or common law. Accordingly, to expedite the flow of  
3 information, to facilitate the prompt resolution of disputes over confidentiality of  
4 discovery materials, to adequately protect information the parties are entitled to keep  
5 confidential, to ensure that the parties are permitted reasonable necessary uses of such  
6 material in preparation for and in the conduct of trial, to address their handling at the  
7 end of the litigation, and serve the ends of justice, a protective order for such  
8 information is justified in this matter. It is the intent of the parties that information  
9 will not be designated as confidential for tactical reasons and that nothing be so  
10 designated without a good faith belief that it has been maintained in a confidential,  
11 non-public manner, and there is good cause why it should not be part of the public  
12 record of this case.

## 13 2. DEFINITIONS

14 2.1 Action: *Smith, Marlin, et al. v. Nissan Motor Acceptance Corporation,*  
15 *et al.*, Case No.: 5:21-cv-02139-DMG-MAR.

16 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
17 of information or items under this Order.

18 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
19 how it is generated, stored or maintained) or tangible things that qualify for protection  
20 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
21 Cause Statement.

22 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
23 their support staff).

24 2.5 Designating Party: a Party or Non-Party that designates information or  
25 items that it produces in disclosures or in responses to discovery as  
26 “CONFIDENTIAL.”

27 2.6 Disclosure or Discovery Material: all items or information, regardless  
28 of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced or  
2 generated in disclosures or responses to discovery in this matter, or informally as part  
3 of settlement negotiations or for the purpose of alternative dispute resolution,  
4 including, but not limited to, mediation.

5       2.7 Expert: a person with specialized knowledge or experience in a matter  
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
7 an expert witness or as a consultant in this Action.

8       2.8 House Counsel: attorneys who are employees of a Party to this Action.  
9 House Counsel does not include Outside Counsel of Record or any other outside  
10 counsel.

11       2.9 Non-Party: any natural person, partnership, corporation, association, or  
12 other legal entity not named as a Party to this Action.

13       2.10 Outside Counsel of Record: attorneys who are not employees of a Party  
14 to this Action but are retained to represent or advise a Party to this Action and have  
15 appeared in this Action on behalf of that Party or are affiliated with a law firm which  
16 has appeared on behalf of that Party, and includes support staff.

17       2.11 Party: any party to this Action as of the date of execution of this Order,  
18 including all of its officers, directors, employees, consultants, retained experts, and  
19 Outside Counsel of Record (and their support staffs).

20       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
21 Discovery Material in this Action.

22       2.13 Professional Vendors: persons or entities that provide litigation support  
23 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
24 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
25 and their employees and subcontractors.

26       2.14 Protected Material: any Disclosure or Discovery Material that is  
27 designated as “CONFIDENTIAL.” Protected Material shall not include any  
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1 Disclosure or Discovery Material that shows on its face that it has been actually  
2 published or otherwise disseminated to the public.

3 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
4 from a Producing Party.

5 3. SCOPE

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

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

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

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

21 4. DURATION

22 Even after final disposition of this litigation, the confidentiality obligations  
23 imposed by this Order will remain in effect until a Designating Party agrees otherwise  
24 in writing or a court order otherwise directs. Final disposition will be deemed to be  
25 the later of (1) dismissal of all claims and defenses in this Action, with or without  
26 prejudice; and (2) final judgment herein after the completion and exhaustion of all  
27 appeals, rehearings, remands, trials, or reviews of this Action, including the time  
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1 limits for filing any motions or applications for extension of time pursuant to  
2 applicable law.

3 5. DESIGNATING PROTECTED MATERIAL

4 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

20 5.2 Manner and Timing of Designations. Except as otherwise provided in  
21 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
22 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
23 under this Order must be clearly so designated before the material is disclosed or  
24 produced.

25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (e.g., paper or electronic  
27 documents, but excluding transcripts of depositions or other pretrial or trial  
28 proceedings), that the Producing Party affix at a minimum, the legend

1 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
2 contains protected material. If only a portion or portions of the material on a page  
3 qualifies for protection, the Producing Party also must clearly identify the protected  
4 portion(s) (e.g., by making appropriate markings in the margins). For electronic or  
5 digital files being produced, the Producing Party may affix each viewable page or  
6 image with the “CONFIDENTIAL” designation and mark the medium, container,  
7 and/or communication in which the electronic or digital files were contained. If a  
8 Producing Party believes in good faith that, despite the provisions of this Protective  
9 Order, there is a substantial risk of identifiable harm to the Producing Party if  
10 particular documents it designates as “Confidential” are disclosed to all other parties  
11 or non-parties to this action, the Producing Party may designate those particular  
12 documents as “Confidential—Attorneys’ Eyes Only.”

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

25 (b) Where electronic or digital files and documents are produced in  
26 native electronic format, such files and documents shall be marked as  
27 “CONFIDENTIAL” by appending to the file names or designators information  
28 indicating that the file contains Protected Material. When electronic or digital files

1 or documents are printed for use at a deposition, a Court proceeding, or for any other  
2 use in any manner approved by this Order, the Party printing the files or documents  
3 shall mark the printed copies with the appropriate designation set by the Designating  
4 Party. Parties may designate depositions and other testimony with the appropriate  
5 designation by indicating on the record at the time the testimony is given or by  
6 sending written notice of which portions of the transcript of the testimony are so  
7 designated within thirty days of receipt of the transcript of the testimony. Any  
8 Protected Material that is used in the taking of a deposition, or otherwise used or  
9 referenced in testimony, shall remain subject to the provisions of this Order, along  
10 with the transcript pages of the testimony dealing with such Protected Material. In  
11 such cases the court reporter or transcriber shall be informed of this Order and shall  
12 be required to operate in a manner consistent with this Order, including but not  
13 limited to, by agreeing that all Protected Material shall remain Protected Material and  
14 shall not be disclosed by them, except pursuant to the terms of this Order, and that  
15 any notes or transcriptions of such testimony (and any accompanying exhibits) will  
16 be retained by the reporter or delivered to counsel of record. In the event the  
17 deposition or testimony is recorded by video and/or audio, the original and all copies  
18 of the recording file shall be marked by the technician to indicate that the contents of  
19 the file are subject to this Order, substantially along the lines of “This file contains  
20 confidential testimony used in this case and is not to be viewed or the contents thereof  
21 to be displayed or revealed except pursuant to the terms of the operative Protective  
22 Order in this matter or pursuant to written stipulation of the parties.” Counsel for any  
23 Producing Party shall have the right to exclude from oral depositions (other than the  
24 deponent, deponent’s counsel and the reporter and videographer, if any) any person  
25 who is not authorized by this Order to receive or access Protected Material. Such  
26 right of exclusion shall be applicable only during periods of examination or testimony  
27 regarding such Protected Material.  
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1 (c) for information produced in some form other than documentary  
2 and for any other tangible items, that the Producing Party affix in a prominent place  
3 on the exterior of the container or containers in which the information is stored the  
4 legend “CONFIDENTIAL.” If only a portion or portions of the information warrants  
5 protection, the Producing Party, to the extent practicable, shall identify the protected  
6 portion(s).

7 5.3 Inadvertent Failures to Designate. The inadvertent or unintentional  
8 production or disclosure by a Party of Disclosure or Discovery Material containing  
9 “CONFIDENTIAL.” Information or Items but was not designated as  
10 “CONFIDENTIAL” despite the Producing Party’s reasonable efforts to prescreen  
11 such Disclosure or Discovery Material prior to production, will not waive the  
12 Producing Party’s right to designate all or a portion of the Disclosure or Discovery  
13 material with the appropriate designation described herein provided that the  
14 Producing Party notifies all Receiving Parties that such Disclosure or Discovery  
15 Material should have been designated as “CONFIDENTIAL” within ten (10) court  
16 days from the Producing Party’s discovery of the inadvertent or unintentional failure  
17 to designate. The Producing Party shall thereafter reproduce the Protected Material  
18 with the correct designation within five (5) court days upon its notification to the  
19 Receiving Parties. Upon receipt of the Protected Material with the correct  
20 designation, the Receiving Parties shall return or securely destroy, at Producing  
21 Party’s option, all Disclosure or Discovery Material that was not properly designated.

## 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. Any Party or Non-Party shall not be obligated to challenge the  
26 designation of Disclosure or Discovery Material under this Order at the time the  
27 designation is made, and a failure to do so shall not preclude a subsequent challenge  
28 thereto.

1           6.2 Meet and Confer. The Challenging Party will initiate the dispute  
2 resolution process under Local Rule 37.1 et seq. Any challenge shall particularly  
3 identify the documents or information that the Challenging Party contends should not  
4 be designated as “CONFIDENTIAL” and shall state the specific grounds for the  
5 challenge and/or objection. The Parties may conduct the prefiling conference of  
6 counsel telephonically or via a video platform.

7           6.3 The burden of persuasion in any such challenge proceeding will be on  
8 the Designating Party. Frivolous challenges, and those made for an improper purpose  
9 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
10 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
11 or withdrawn the confidentiality designation, all Parties will continue to afford the  
12 material in question the level of protection to which it is entitled under the Producing  
13 Party’s designation until the Court rules on the challenge.

14 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

24           7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
25 otherwise ordered by the court or permitted in writing by the Designating Party, a  
26 Receiving Party may disclose any information or item designated  
27 “CONFIDENTIAL” only to:  
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1 (a) the Receiving Party’s Outside Counsel of Record in this Action,  
2 as well as such Outside Counsel of Record’s immediate paralegals and staff to whom  
3 it is reasonably necessary to disclose the information for this Action;

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

6 (c) Experts (as defined in this Order) of the Receiving Party to whom  
7 disclosure is reasonably necessary for this Action and who have signed the  
8 “Acknowledgment and Agreement to Be Bound” (Exhibit A), provided that such  
9 Expert is not a current officer, director, board member, or employee of a competitor  
10 of a Party;

11 (d) the Court and its personnel;

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

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

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

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

27 (i) the Parties; and  
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1 (j) any mediator or settlement officer, and their supporting  
2 personnel, mutually agreed upon by any of the Parties engaged in settlement  
3 discussions.

4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
5 IN OTHER LITIGATION

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

9 (a) promptly notify in writing the Designating Party. Such  
10 notification will include a copy of the subpoena or court order;

11 (b) promptly notify in writing the party who caused the subpoena or  
12 order to issue in the other litigation that some or all of the material covered by the  
13 subpoena or order is subject to this Protective Order. Such notification will include a  
14 copy of this Stipulated Protective Order; and

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

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

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

27 (a) The terms of this Order are applicable to information produced  
28 by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such

1 information produced by Non-Parties in connection with this Action is protected by  
2 the remedies and relief provided by this Order. Nothing in these provisions should be  
3 construed as prohibiting a Non-Party from seeking additional protections.

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

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

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

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

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

24 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
26 Protected Material to any person or in any circumstance not authorized under this  
27 Stipulation and Protective Order, the Receiving Party must immediately (a) notify in  
28 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts

1 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
2 persons to whom unauthorized disclosures were made of all the terms of this Order,  
3 and (d) request such person or persons to execute the “Acknowledgement and  
4 Agreement to Be Bound” that is attached hereto as Exhibit A. Unauthorized or  
5 inadvertence disclosure by the Receiving Party does not change the status of the  
6 Protected Material or otherwise waive the Designating Party’s right to maintain the  
7 “CONFIDENTIAL” designation for such Protected Material

8 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
9 PROTECTED MATERIAL

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

20 12. MISCELLANEOUS

21 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
22 person to seek its modification by the Court in the future.

23 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
24 Order no Party waives any right it otherwise would have to object to disclosing or  
25 producing any information or item on any ground not addressed in this Stipulated  
26 Protective Order. Similarly, no Party waives any right to object on any ground to use  
27 in evidence of any of the material covered by this Order.  
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1           12.3 Filing Protected Material. A Party that seeks to file under seal any  
2 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
3 only be filed under seal pursuant to a court order authorizing the sealing of the  
4 specific Protected Material at issue. If a Party's request to file Protected Material  
5 under seal is denied by the court, then the Receiving Party may file the information  
6 in the public record unless otherwise instructed by the Court.

7       13. FINAL DISPOSITION

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

25       14. Any willful violation of this Order may be punished by civil or criminal  
26 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary  
27 authorities, or other appropriate action at the discretion of the Court.

28

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 DATED: August 11, 2022

**KAZEROUNI LAW GROUP, APC**

By: /s/Ryan McBride

**RYAN L. MCBRIDE**

Attorneys for *Plaintiffs*

5 DATED: August 11, 2022

By: /s/Paige Christie

**PAIGE CHRISTIE**

Attorneys for *Defendant* **EXPERIAN  
INFORMATION SOLUTIONS, INC.**

9 DATED: August 11, 2022

By: /s/Kristin Marker

**KRISTIN MARKER**

Attorney for *Defendant* **TRANS UNION,  
LLC**

12 DATED: August 11, 2022

By: /s/Eric Barton

**ERIC BARTON**

**THOMAS P. QUINN, JR.**

Attorneys for *Defendant* **EQUIFAX  
INFORMATION SERVICES, LLC**

17 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

18 DATED: August 16, 2022

By: 

**HON. MARGO A. ROCCONI**  
United States Magistrate Judge

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of  
5 perjury that I have read in its entirety and understand the Stipulated Protective Order  
6 that was issued by the United States District Court for the Central District of  
7 California on \_\_\_\_\_ [date] in the case of *Smith, Marlin, et al. v. Nissan*  
8 *Motor Acceptance Corporation, et al.*, Case No. 5:21-cv-02139-DMG-MAR. I agree  
9 to comply with and to be bound by all the terms of this Stipulated Protective Order  
10 and I understand and acknowledge that failure to so comply could expose me to  
11 sanctions and punishment in the nature of contempt. I solemnly promise that I will  
12 not disclose in any manner any information or item that is subject to this Stipulated  
13 Protective Order to any person or entity except in strict compliance with the  
14 provisions of this Stipulated Protective Order. Upon termination of this action, or  
15 upon request, I will return and deliver all information, documents or other materials  
16 produced subject to this Stipulated Protective Order, and all documents or things  
17 which I have prepared relating to the information, documents or other materials that  
18 are subject to the Stipulated Protective Order, to my counsel in this action, or to  
19 counsel for the party by whom I am employed or retained or from whom I received  
20 the documents.

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1 I further agree to submit to the jurisdiction of the United States District Court  
2 for the Central District of California for the purpose of enforcing the terms of this  
3 Stipulated Protective Order, even if such enforcement proceedings occur after  
4 termination of this action. I hereby appoint \_\_\_\_\_ [print or  
5 type full name] of \_\_\_\_\_ [print or type full address and  
6 telephone number] as my California agent for service of process in connection with  
7 this action or any proceedings related to enforcement of this Stipulated Protective  
8 Order.

9 Date:

10 City and State where signed:

11 Printed name:

12 Signature:  
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