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IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

OMAR TIGBAO and DOROTHY  
TIGBAO on behalf of themselves and  
all others similarly situated,  
Plaintiffs,

v.

QBE FINANCIAL RISK  
INSTITUTION SERVICES, INC., d/b/a  
QBE FIRST, a Delaware Corporation,  
and DOES 1-50,

Defendants.

CASE NO.: SACV 13-00177 JST(JCx)

CLASS ACTION

STIPULATED CONFIDENTIALITY  
ORDER

**[CHANGES MADE BY COURT TO  
PARAGRAPHS 8a, 8b, 12, 14, 19,  
AND EXHIBIT A]**

This matter is before the Court pursuant to the Parties' Stipulation Regarding Confidentiality Order filed with this Court concurrently with the instant Proposed Stipulated Confidentiality Order. The Court, having considered the Parties' Stipulation Regarding Proposed Confidentiality Order and the instant [Proposed] Stipulated Confidentiality Order finds that the Proposed Order (hereinafter referred to as "Confidentiality Order") should be entered and control confidential information exchanged during the course of the above captioned matter ("Action").

STIPULATED, AGREED AND ORDERED:

1. This Confidentiality Order is intended to protect from disclosure documents and information the parties deem to be confidential. Documents and information so designated

1 may only be disclosed or used as further provided herein. Nothing herein is intended to affect  
2 the relevance, discoverability, or admissibility into evidence of any documents or  
3 information produced during discovery in the Action.

4         2. Any party in this Action or any third party to whom a subpoena is issued in this  
5 Action ("Producing Party") shall have the right to designate any material (including, but not  
6 limited to, exhibits, documents and things produced by any party or witness, answers to  
7 interrogatories, responses to requests for admissions, responses to requests for production,  
8 declarations, affidavits, and deposition testimony or transcripts, including the information  
9 contained therein whether in note or summary form) as confidential if the material contains  
10 information that is proprietary or sensitive to the Producing Party and the production of  
11 such information would result in annoyance, oppression, embarrassment or undue burden  
12 as those terms are used in Fed. R. Civ. P. 26(c). As used herein, documents and other  
13 information so designated, including without limitation any extracts or summaries of such  
14 documents and other information, shall be referred to as "Confidential Information." Any  
15 use of any such Confidential Information shall be covered by the provisions of this  
16 Confidentiality Order. Information or material which is voluntarily available to the public shall  
17 not be considered confidential.

18         3. A Producing Party may designate documents containing information deemed  
19 confidential by that party as Confidential Information by stamping or otherwise clearly  
20 marking the same "CONFIDENTIAL," or by otherwise notifying the parties to the  
21 Action that the materials are to be treated as Confidential Information.

22         4. A Producing Party may designate all or part of a deposition as containing  
23 Confidential Information by so indicating on the record during such deposition, in which case  
24 the court reporter shall be directed to separately bind the portion of the transcript and to clearly  
25 mark the front of the separately bound volume with the Designation  
26 "CONFIDENTIAL." During any deposition that includes testimony concerning  
27 Confidential Information, any and all individuals who are not entitled access to said  
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1 information under the terms of the Confidentiality Order may be excluded from that  
2 portion of the deposition. In any event, all deposition transcripts shall be treated as  
3 Confidential Information for up to and including thirty (30) days after receipt of the  
4 transcript, within which time counsel for any party may designate a portion or all of the  
5 transcript as Confidential Information in writing to all counsel.

6         5. Any person receiving Confidential Information ("Receiving Party") shall use  
7 such Confidential Information only for the purposes of this Action and any action  
8 transferred to or consolidated with the above-captioned action or in any appeal of a Court order,  
9 decision and/or judgment therein, including but not limited to actions subsequently transferred  
10 to or consolidated with the above-captioned action. Absent further court order, a Receiving  
11 Party shall not use Confidential Information for any other litigation, or for any business or  
12 other purpose whatsoever. Notwithstanding this provision, the Producing Party may make  
13 use of its own Confidential Information in any way it deems fit.

14         6. Confidential Information shall not be disclosed to any person except:

15                 (a) the parties and their current and former officers, directors, in-house  
16 counsel and employees deemed necessary to aid counsel in the conduct of the above-  
17 captioned action;

18                 (b) outside counsel of record for the parties to this action, and employees  
19 of their respective firms;

20                 (c) the Court and its support personnel;

21                 (d) a deponent or witness who is a party, or an officer, director, partner,  
22 attorney, employee or agent of the Producing Party;

23                 (e) copying or imaging services or court reporters associated with or  
24 retained by a party in connection with this action;

25                 (f) any experts and their staff with whom counsel may deem it necessary to  
26 consult for the preparation for trial of this action, and who are retained solely for the purpose  
27 of assisting in the prosecution of this action ("Outside Experts");

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1 (g) any mediators and their staff who are engaged for the purpose of  
2 mediating this action; and

3 (h) any other person agreed to in writing by the parties.

4 7. Before an Outside Expert may receive any Confidential Information, he or she  
5 must have read a copy of this Confidentiality Order and signed an undertaking in the form  
6 attached as Exhibit A hereto.

7 8. The parties agree that:

8 a. In the event that any Confidential Information is included with, or the contents  
9 thereof are in any way disclosed, in any pleading, motion, or other paper to be filed with the  
10 Clerk of this Court, it shall be submitted for filing under seal in accordance with the  
11 provisions of Judge Staton Tucker's Pilot Program Instructions for Filing Under Seal  
12 Documents (hereinafter "Pilot Program") or as may otherwise be ordered by the District  
13 Judge or Magistrate Judge to whom the submission is directed.

14 b. [Deleted]

15 9. Before trial of this Litigation involving Confidential Information or  
16 information derived therefrom, the Parties, through counsel, shall confer in an attempt to  
17 agree on an appropriate form of order to submit to the Court regarding the Confidential status,  
18 if any, to be afforded documents, testimony or other information to be disclosed during the  
19 course of the trial. If the parties are unable to reach agreement, the party challenging  
20 the Confidentiality designation must proceed in accordance with Paragraph 17 of this  
21 Order and L.R. 37. Nothing in this Confidentiality Order shall be construed to affect in  
22 any way the admissibility of any documents, testimony or other evidence at trial, nor  
23 constitute a waiver of any objection thereto.

24 10. A Receiving Party may not reveal or discuss Confidential Information to or  
25 with any person not entitled to receive such information under paragraph 6 of  
26 Confidentiality Order.

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1           11. A Receiving Party shall maintain all Confidential Information in a secure and  
2 safe area and shall exercise due and proper care with respect to the storage, custody and use of  
3 all Confidential Information.

4           12. In the event that a Receiving Party is served with a subpoena, court order, or any  
5 request from a third party that would compel disclosure of any Confidential  
6 Information, the Receiving Party must notify the Producing Party in writing within five (5)  
7 calendar days of receipt of such subpoena, court order, or request. Such notification must  
8 include a copy of the subpoena, court order, or other form of request. The party receiving  
9 the subpoena, court order, or request must also immediately inform the third party who  
10 served the subpoena, court order, or request that the information sought is subject to this  
11 Confidentiality Order, and shall cooperate with the Producing Party in order to give the  
12 Producing Party the opportunity to intervene and seek judicial protection from the enforcement  
13 of the subpoena and/or the entry of an appropriate confidentiality order in the action in which  
14 the subpoena was issued. If the Producing Party objects to the disclosure of items called for by  
15 the subpoena, the Producing Party must move to quash or extend the time to comply with any  
16 such subpoena within 10 days of notification by the Receiving Party of the subpoena or by the  
17 subpoena compliance date, whichever is earlier. However, nothing in this Order shall be  
18 construed to require the Receiving Party not to comply with a subpoena or court order.

19           13. In the event Confidential Information is inadvertently disclosed to a third party  
20 other than those identified in paragraph 6 of this Confidentiality Order, such disclosure  
21 shall be reported in writing to the Producing Party immediately and in any event no later  
22 than within five (5) business days of the discovery of such disclosure. Counsel for the party  
23 who made the disclosure must make all reasonable efforts to retrieve the Confidential  
24 Information and/or to confirm that all copies of the Confidential Information in the third  
25 party's possession have been destroyed.

26           14. Upon demand by the Producing Party, within sixty (60) business days after the  
27 final termination of this Litigation, including by settlement or exhaustion of all appeals,  
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1 the Receiving Party shall destroy any Confidential Information or documents containing  
2 Confidential Information, and counsel for any Receiving Party shall confirm the destruction of  
3 the Confidential documents and information in writing to the Producing Party.  
4 Notwithstanding the above, counsel for all parties may maintain in its files copies of each  
5 pleading and documents filed with the Court, and each written discovery request and written  
6 response thereto. Further, nothing in this paragraph shall require any party to destroy  
7 attorney work product or attorney-client communications that contain or reflect Confidential  
8 Information, and nothing in this paragraph shall require any party to search for and destroy any  
9 electronic mail that contains or reflects Confidential Information, including as attachments,  
10 provided that the party has taken precautions to protect the confidentiality and security of its  
11 electronic mail system. As far as the provisions of this or any other Confidentiality Orders  
12 entered in this action restrict the use of Confidential Information, such Confidentiality Orders  
13 shall continue to be binding after the conclusion of this action.

14 15. The inadvertent failure to designate Confidential Information as  
15 "CONFIDENTIAL" in accordance with this Confidentiality Order prior to or at the time of  
16 disclosure shall not operate as a waiver of the Producing Party's right to thereafter designate  
17 such information as confidential prior to trial. In the event that the Producing Party designates  
18 Confidential Information as "CONFIDENTIAL" after disclosure but before trial, all  
19 Receiving Parties shall employ reasonable efforts to ensure that all inadvertently disclosed  
20 information is subsequently treated as confidential pursuant to the terms of this  
21 Confidentiality Order.

22 16. This Confidentiality Order shall be without prejudice to the right of any party  
23 to oppose production of any information for any reason other than confidentiality, or to seek  
24 further limits on disclosure or protection of Confidential Information beyond those provided  
25 by the terms of this Confidentiality Order.

26 17. This Confidentiality Order shall be without prejudice to any party challenging  
27 the designation of certain documents and information as Confidential Information. All such  
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1 challenges must abide by and be conducted in accordance with L.R. 37. Pending resolution  
2 by the parties or by the Court regarding a dispute over a confidentiality designation, the  
3 Confidential Information will continue to be treated as such. The party seeking to maintain a  
4 document as confidential shall bear the burden of showing specific prejudice or harm will  
5 result if the confidential designation is lifted or not allowed.

6 18. Inadvertent production of documents or discovery material otherwise subject to  
7 the attorney-client privilege, work product doctrine, and/or any other applicable privilege  
8 shall not automatically constitute a waiver of any applicable privilege or immunity. Upon  
9 notification that a document or other discovery material has been inadvertently produced and  
10 that a claim of any applicable privilege will be made with regard to such document or other  
11 discovery material, the Party receiving such notice shall segregate such materials and advise  
12 the Producing Party if they dispute the claim of inadvertence or assert waiver. If the parties  
13 cannot resolve this dispute, the matter shall be presented to the magistrate judge for  
14 consideration and an *in camera* review of such materials. If the Party receiving such notice does  
15 not challenge the claim of inadvertence or assert waiver, the Party receiving such notice shall  
16 promptly either destroy or return the inadvertently produced materials. If the court determines  
17 the privilege has not been waived, the material shall be either returned or destroyed, and the  
18 inadvertent production of any document or discovery shall not be deemed to be a waiver of  
19 the claim of privilege or protection against disclosure. Notwithstanding the foregoing,  
20 nothing in this paragraph shall prevent a Receiving Party from challenging the Producing  
21 Party's designation of the document or discovery as subject to attorney-client privilege,  
22 attorney work product and/or any other applicable privilege, or to assert the privilege has  
23 been waived based upon the circumstances. The Receiving Party may retain copies of the  
24 document solely for the purpose of challenging the Producing Party's designation of the  
25 document or discovery as subject to attorney client privilege, attorney work product and/or  
26 any other applicable privilege and must dispose of the document consistent with the terms of this  
27 Order upon resolution of any such challenge.

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19. This Order shall be binding upon any future parties to the litigation absent further order of the court.

20. This Order may be modified by the Court at any time, on its own initiative or upon motion by any party.

IT IS SO ORDERED.

DATED: August 15, 2013

\_\_\_\_\_  
/s/  
Honorable Jacqueline Chooljian  
United States Magistrate Judge



1 **EXHIBIT A**

2  
3 **NON-DISCLOSURE CERTIFICATE**

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5 1. I, \_\_\_\_\_ [print or type full name], of  
6 \_\_\_\_\_ [print or type full address], declare under  
7 penalty of perjury that I have read in its entirety and understand the Stipulated Confidentiality  
8 Order ("Order") entered in *Tigbao, et al. v. QBE Financial Institution Risk Services, Inc., et al.*  
9 (CD. Cal. Case No. 8:13-cv-00177-JST-JC) on August 15, 2013, and agree to comply with  
10 and be bound by its terms with respect to any discovery materials designated or marked  
11 "Confidential" that are furnished to me as set forth in the Order. I understand and  
12 acknowledge that failure to so comply could expose me to sanctions and punishment in the  
13 nature of contempt. I solemnly promise that I will not disclose in any manner any  
14 information or item that is subject to the Order to any person or entity except in strict  
15 compliance with the provisions of the Order.

16 2. I further agree: (i) not to disclose to anyone any discovery materials marked  
17 "Confidential" other than as set forth in the Order, and (ii) not to make any copies of any  
18 discovery materials marked "Confidential" furnished to me except in accordance with the  
19 Order.

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21 Dated: \_\_\_\_\_

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

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23  
24 Signature: \_\_\_\_\_