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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IBTISSAM ATWI, an individual,
Plaintiff,

vs.

WELLS FARGO BANK, N.A., a South
Dakota corporation; WELLS FARGO
& CO., a California corporation; and
DOES 1-50,

Defendants.

CASE NO. SACV13-00955 CJC (MANx)

**PROTECTIVE ORDER ENTERED
PURSUANT TO THE PARTIES'
STIPULATION**

Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure and based on the parties' Stipulated Protective Order Exhibit "A" ("Stipulation") filed on October 25, 2013, the terms of the protective order to which the parties have agreed are adopted as a protective order of this Court (which generally shall govern the pretrial phase of this action) except to the extent, as set forth below, that those terms have been substantively modified by the Court's amendment of paragraphs II(1)(e), II(2), II(3), V(1), V(2), VI(2), VIII(2), and VIII(3) of, and Exhibit A to, the Stipulation.

The parties are expressly cautioned that the designation of any information, document, or thing as Confidential, Confidential – Attorneys' Eyes Only, or other

1 designation(s) used by the parties, does not, in and of itself, create any entitlement
2 to file such information, document, or thing, in whole or in part, under seal.

3 Accordingly, reference to this Protective Order or to the parties' designation of any
4 information, document, or thing as Confidential, Confidential – Attorneys' Eyes
5 Only, or other designation(s) used by the parties, is wholly insufficient to warrant a
6 filing under seal.

7 There is a strong presumption that the public has a right of access to judicial
8 proceedings and records in civil cases. In connection with non-dispositive
9 motions, good cause must be shown to support a filing under seal. The parties'
10 mere designation of any information, document, or thing as Confidential,
11 Confidential – Attorneys' Eyes Only, or other designation(s) used by parties, does
12 not -- **without the submission of competent evidence, in the form of a**
13 **declaration or declarations, establishing that the material sought to be filed**
14 **under seal qualifies as confidential, privileged, or otherwise protectable --**
15 constitute good cause.

16 Further, if sealing is requested in connection with a dispositive motion or
17 trial, then compelling reasons, as opposed to good cause, for the sealing must be
18 shown, and the relief sought shall be narrowly tailored to serve the specific interest
19 to be protected. *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th
20 Cir. 2010). For each item or type of information, document, or thing sought to be
21 filed or introduced under seal in connection with a dispositive motion or trial, the
22 party seeking protection must articulate compelling reasons, supported by specific
23 facts and legal justification, for the requested sealing order. **Again, competent**
24 **evidence supporting the application to file documents under seal must be**
25 **provided by declaration.**

26 Any document that is not confidential, privileged, or otherwise protectable
27 in its entirety will not be filed under seal if the confidential portions can be
28 redacted. If documents can be redacted, then a redacted version for public

1 viewing, omitting only the confidential, privileged, or otherwise protectable
2 portions of the document, shall be filed. Any application that seeks to file
3 documents under seal in their entirety should include an explanation of why
4 redaction is not feasible.

5 Notwithstanding any other provision of this Protective Order, in the event
6 that this case proceeds to trial, all information, documents, and things discussed or
7 introduced into evidence at trial will become public and available to all members
8 of the public, including the press, unless sufficient cause is shown in advance of
9 trial to proceed otherwise.

10 **THE PARTIES ARE DIRECTED TO REVIEW CAREFULLY AND**
11 **ACT IN COMPLIANCE WITH ALL ORDERS ISSUED BY THE**
12 **HONORABLE CORMAC J. CARNEY, UNITED STATES DISTRICT**
13 **JUDGE, INCLUDING THOSE APPLICABLE TO FILINGS UNDER SEAL.**

14
15 **TERMS OF PROTECTIVE ORDER**

16 **I. DESIGNATING PROTECTED MATERIAL**

17 Any Party or Third-Party may determine in good faith whether any Material
18 should be designated as “CONFIDENTIAL” (“Designating Party”). However,
19 such good faith belief must be based on the fact that such information has not been
20 made public and the Designating Party must have a good faith belief that if such
21 information is disclosed it will have the effect of causing harm to a Party’s
22 competitive position or otherwise impinge upon a Party’s right to privacy.

23 Parties and Third-Parties shall also have the right to designate as
24 “CONFIDENTIAL” material produced, served, or provided by other Parties or
25 Third-Parties, in which case the Designating Party shall notify the other Parties
26 and/or Third-Parties of the Material that should be treated as “CONFIDENTIAL,”
27 pursuant to this Protective Order. Any Material, or any part thereof, designated as
28 “CONFIDENTIAL” shall be used only for the preparation and trial of this action,

1 including discovery, pre-trial proceedings, trial, appellate proceedings and petitions
2 for reconsideration and/or review, and shall not be used for any business,
3 commercial, or other purpose. Except as otherwise provided in this Protective
4 Order, or as otherwise stipulated or ordered, any Material that a Party or Third-
5 Party deems “CONFIDENTIAL” must be clearly so designated. Designation in
6 conformity with this Protective Order requires the following:

7 1. For Material in documentary form (apart from transcripts of
8 depositions or other pretrial or trial proceedings), the Designating Party producing
9 the documents shall affix the legend “CONFIDENTIAL” at the top or bottom or by
10 watermarking of each page of a document that contains Confidential Information.
11 The Designating Party that makes original documents available for inspection need
12 not designate them for protection under this Protective Order until after the
13 inspecting Party has indicated which documents it would like copied and produced.
14 During the inspection and before the designation, all documents made available for
15 inspection shall be deemed “CONFIDENTIAL-ATTORNEYS’ EYES ONLY.”
16 After the inspecting Party has identified the documents it wants copied and
17 produced, the Designating Party must determine which documents qualify for
18 protection under this Protective Order; then, before producing the specified
19 documents, the producing Party must affix the legend “CONFIDENTIAL” to each
20 page of the documents that contain Confidential Information. If, after production,
21 a Party or Third-Party designates as “CONFIDENTIAL” documents not previously
22 designated, then any Party in possession of such documents shall designate the
23 documents as such in accordance with this Protective Order.

24 2. For testimony given in deposition, the Designating Party shall identify
25 either: (a) on the record before the close of the deposition; or (b) within 20 days
26 after receiving the transcript of such deposition, all portions of the testimony that it
27 wants to designate as “CONFIDENTIAL.” Only those portions of the testimony
28 that are designated for protection during the deposition, or within the 20 days after

1 receipt of the transcript of such testimony, shall be covered by the provisions of
2 this Protective Order. The court reporter shall affix to the top or bottom of each
3 page of a transcript containing Confidential Information the legend
4 “CONFIDENTIAL” as instructed by a Designating Party’s instructions. For
5 testimony given in pretrial, trial proceedings, or any such court proceedings, the
6 Parties will address any Confidential Information with the judicial officer
7 conducting the proceeding at the time of any such proceeding.

8 3. For any Material produced in other than documentary form and for
9 any other tangible items, the Designating Party producing such Material or tangible
10 item shall affix in a prominent place on the exterior of the container or containers
11 in which the material or item is stored the legend “CONFIDENTIAL.” If only
12 portions of the information or item warrant protection, the Designating Party, to
13 the extent practicable, shall identify the protected portions. If, after production, a
14 Party or Third-Party designates as “CONFIDENTIAL” any non-documentary
15 Material or tangible item not previously designated, then any Party in possession of
16 such Material or tangible item shall designate it as such in accordance with this
17 Protective Order.

18 **II. ACCESS TO AND USE OF CONFIDENTIAL INFORMATION**

19 1. Subject to paragraph 3 below, all Material designated as
20 “CONFIDENTIAL” may be disclosed only to:

21 a. Outside counsel for a Party and in-house counsel for Defendants
22 responsible for overseeing this action, as well as their employees and other persons
23 or entities retained by such counsel to provide litigation-related services;

24 b. Experts, consultants, and other independent contractors retained or
25 employed to consult with, advise, or assist counsel for a Party in the preparation or
26 trial of this case, as well as their employees;

27 c. The Parties to this action and their current directors, officers, and
28 employees;

1 d. Witnesses who are being prepared by counsel to give testimony at a
2 deposition or at trial, or who are being examined by counsel at a deposition or at
3 trial; and

4 e. Personnel employed by the United States District Court for the
5 Central District of California or any appellate court, including the Ninth Circuit
6 Court of Appeals, **judges**, court reporters, clerks, and administrative support
7 personnel.

8 2. A Designating Party may designate as “CONFIDENTIAL-
9 ATTORNEYS EYES ONLY” any Material that contains private, confidential,
10 proprietary, and/or trade secret information that is so sensitive that such Material
11 should not be disclosed to the directors, officers, or non-attorney employees of
12 other Parties. Material designated as “CONFIDENTIAL-ATTORNEYS’ EYES
13 ONLY” may be disclosed only to those persons and entities identified in paragraph
14 **II**(1) (a), (b) and (e) above.

15 3. Parties shall take appropriate measures to ensure that all persons
16 permitted access to Material designated as “CONFIDENTIAL” or
17 “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” under paragraph **II**(1) (b), (c)
18 or (d) of this Stipulated Protective Order have agreed, prior to reviewing any such
19 Confidential Information, to be bound by the terms and conditions hereof with
20 respect to the restricted disclosure and use of such Confidential Information. Prior
21 to receiving any Confidential Information, those persons shall sign a copy of the
22 statement attached hereto as Exhibit A, agreeing to be bound by the terms of this
23 Protective Order and submitting to the jurisdiction of the United States District
24 Court for the Central District of California to enforce this Protective Order. The
25 Party who obtains any such signed statements shall retain possession of the
26 statements and shall provide a copy of the statements at the written request of
27 another Party. However, under no circumstances shall any Party be required to
28 disclose the identity or existence of any expert, consultant, or witness until

1 otherwise required to do so by law or order of the United State District Court for
2 the Central District of California **or other court of competent jurisdiction.**

3 **III. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 If, at any time during the pendency of this action, counsel for any Party
5 wishes to challenge a Designating Party's designation of Material as containing
6 Confidential Information, and to exclude such Material from the provisions of this
7 Protective Order, the Party shall follow the procedures for seeking judicial
8 intervention for discovery disputes, as set forth in Local Rule 37.1. The Parties
9 shall also first meet and confer in a good faith effort to resolve informally any
10 disputes concerning this Protective Order before seeking judicial intervention.

11 **IV. INADVERTENT OR UNAUTHORIZED DISCLOSURE OF** 12 **CONFIDENTIAL INFORMATION**

13 Inadvertent production without prior designation of any Confidential or
14 privileged Information shall be without prejudice to a Designating Party's right to
15 later file a petition seeking to have the Confidential or privileged Information
16 designated as "CONFIDENTIAL" or "CONFIDENTIAL-ATTORNEYS' EYES
17 ONLY," or to any other Party's right to argue that production of such Confidential
18 Information constitutes a waiver under applicable law of the right to designate any
19 Confidential Information as "CONFIDENTIAL" or "CONFIDENTIAL-
20 ATTORNEYS' EYES ONLY," or that such material must be returned as
21 privileged.

22 **V. MAINTENANCE AND FILING OF CONFIDENTIAL** 23 **INFORMATION**

24 1. All Material designated as "CONFIDENTIAL" or
25 "CONFIDENTIAL-ATTORNEYS' EYES ONLY" shall be kept in secure
26 facilities. A "secure facility" is a place where access is restricted to only to those
27 designated persons set forth in paragraphs **II**(1)(a) and (b) of this Protective Order.
28

1 Such requirement is not applicable to the Court **and/or those designated persons**
2 **set forth in paragraph II(1)(e).**

3 2. Any information, including, but not limited to, documents,
4 interrogatory responses, and depositions designated as containing Confidential
5 Information, **when** submitted to the Court **as part of or** with a pleading or as
6 evidence, shall be **submitted** to the Court **with an application to file such**
7 **materials under seal, which shall comply with the requirements of Local Rule**
8 **79.5-1 et seq. and this Protective Order.** Pending a judicial ruling on the
9 application, the Confidential Information subject to the sealing application shall be
10 lodged under seal.

11 3. Documents or other information designated as containing Confidential
12 Information pursuant to this Protective Order shall become public absent a separate
13 Court order upon written motion and sufficient cause shown.

14 4. Nothing in this **Protective Order** requires the Court to automatically
15 grant a request to file documents labeled “CONFIDENTIAL” or
16 “CONFIDENTIAL ATTORNEYS’ EYES ONLY” under seal.

17 **VI. CONFIDENTIAL INFORMATION SUBPOENAED OR** 18 **ORDERED PRODUCED IN OTHER LITIGATION**

19 1. The terms of this Protective Order shall apply to all manner and
20 means of discovery, including subpoenas duces tecum.

21 2. In the event that a Party is served with a subpoena that seeks to
22 compel the production of Material designated as “CONFIDENTIAL” or
23 “CONFIDENTIAL-ATTORNEYS’ EYES ONLY,” the Party upon whom the
24 subpoena is served shall give written notice of the subpoena to the Designating
25 Party at least seven (7) calendar days before the production date (or, if the
26 subpoena provides less than seven (7) days notice, within one (1) business day
27 after service of the subpoena). The Designating Party may then file a petition or
28 motion to quash the subpoena and/or obtain such other relief as will protect the

1 confidential nature of the documents. If the Designating Party files such a petition
2 before the production date specified in the subpoena, the Party upon whom the
3 subpoena is served shall not produce the requested documents until after the
4 United States District Court for the Central District of California or **other**
5 appropriate court has ruled on the petition or motion. **Nothing in this Protective**
6 **Order should be construed as authorizing a Party in this action to disobey a**
7 **lawful directive from another court.**

8 **VII. FINAL DISPOSITION**

9 Within thirty (30) days after the final termination of this action, counsel for
10 each Party shall destroy any and all Material designated as “CONFIDENTIAL” or
11 “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” and shall destroy all copies,
12 digests or summaries which have been made of, or prepared from, such
13 Confidential Information, and shall provide counsel for the Party or Third-Party
14 who produced such Material (upon request) with a declaration under penalty of
15 perjury attesting to such return and/or destruction. For purposes of this Protective
16 Order, the term “final termination” shall refer to the time after any final order or
17 award is entered in this action, with no timely petition for reconsideration or
18 petition for review having been filed, or, if any such petition is filed, after a final
19 decision is rendered by the United States District Court or any appellate court with
20 no further petition or appeal pending or possible.

21 **VIII. MISCELLANEOUS**

22 1. Subject to the Provision of Paragraph VI(2), above, nothing in this
23 Protective Order shall be construed to relieve any Party from the obligation to
24 timely respond to a discovery request, nor shall this Protective Order be construed
25 as a waiver of the right to assert any objection to a discovery request.

26 2. This Protective Order is intended to regulate the production and
27 dissemination of Confidential Information during the entirety of this action, and
28 thereafter shall remain in full force and effect, unless and until modified,

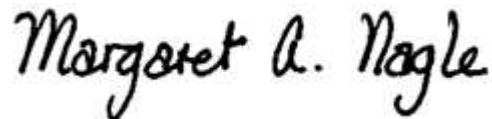
1 superseded, or terminated by written agreement of all Parties or by order of the
2 United States District Court. The United States District Court for the Central
3 District of California shall retain jurisdiction to enforce the provisions of this
4 Protective Order and to enter amendments, modifications, and additions to this
5 Protective Order as the United States District Court for the Central District of
6 California may from time to time deem appropriate upon noticed motion of a Party
7 or upon the United States District Court for the Central District of California's own
8 motion.

9 3. Counsel for both parties shall **present to the district court, at the**
10 **earliest possible time prior to trial, any application or motion deemed**
11 **appropriate and necessary for the proper handling of "CONFIDENTIAL"**
12 **exhibits/information at trial.**

13 4. Nothing in this **Protective Order** shall be construed as improperly
14 limiting the rights of third parties involved in other actions to conduct discovery or
15 to limit the subpoena power of another court unless a Court grants a properly
16 noticed motion for protective order in such other proceedings.

17 **IT IS SO ORDERED.**

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19 Dated: October 29, 2013



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21 MARGARET A. NAGLE
22 UNITED STATES MAGISTRATE JUDGE
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EXHIBIT A

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The undersigned hereby acknowledges that he/she has read the attached Protective Order entered in the case entitled *Ibtissam Atwi v. Wells Fargo Bank N.A. et al.*, CASE NO. SACV13-00955 CJC-MAN, pending in the United States District Court for the Central District of California and **is** familiar with its terms. **He/She** agrees to comply with the terms and conditions of the Protective Order unless and until **he/she is** notified that it has been modified or vacated by the Court, at which time **h/she** will comply with such further order. **He/she** further consents and submits to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the Protective Order, if necessary.

Dated: _____

Signature: _____
Type or print name of individual

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