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VEROS CREDIT, LLC

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JUAN CARLOS MATA on behalf of) CASE NO. 8:16-cv-00098-DOC-JCG
himself and all others similarly)
situated,) **STIPULATED PROTECTIVE**
) **ORDER**
)
Plaintiffs,)
)
v.)
)
VEROS CREDIT, LLC)
)
Defendant)
)
)

1 **1. A. PURPOSES AND LIMITATIONS**

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

19 Defendant is a leading provider of auto financing solutions, and its policies and
20 procedures help Defendant compete in that industry. Defendant seeks to maintain their
21 confidentiality as these documents relate to its competitive advantage. Plaintiff is
22 seeking disclosure of those confidential policies and procedures in this lawsuit.
23 Defendant seeks to maintain their confidentiality given their obvious relationship to
24 Defendant's ability to generate revenue. Defendant has taken significant steps to
25 protect its confidential and sensitive business information. Public disclosure of these
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1 policies and procedures would enable Defendant's competitors to employ Defendant's
2 marketing tactics and possibly eliminate any practical competitive advantage.

3 Information relating to how Defendant maintains its competitive advantage
4 pursuant to its marketing policies and procedures are generally not disseminated to third
5 parties. Defendant's contracts with third party vendors, primarily the financial terms
6 are typically not disseminated to third parties and may be subject to contractual
7 limitations on disclosure. Public disclosure of these contracts may permit competitors
8 to base competing offers based on disclosed terms. Technical manuals regarding the
9 system used to make calls on behalf of Defendant are also not generally disclosed to
10 third parties.
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14 Moreover, Defendant's financial status, is generally not disclosed to third parties
15 as it also relates to its competitive advantage. Defendant asserts a privacy right in such
16 materials. Plaintiff may also ultimately seek financial documents of Defendant's
17 owners or employees. Defendant asserts such documents are also subject to a right of
18 privacy.
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21 Therefore, this action involves trade secrets, confidential policies and procedures,
22 and other valuable research, development, commercial, financial, technical and/or
23 proprietary information or other private information for which special protection from
24 public disclosure and from use for any purpose other than prosecution of this action is
25 warranted. Such confidential and proprietary materials and information consist of,
26 among other things, confidential business or financial information, information
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1 regarding confidential business practices, and may also consist of other confidential
2 research, development, or commercial information (including information implicating
3 privacy rights of third parties), information otherwise generally unavailable to the
4 public, or which may be privileged or otherwise protected from disclosure under state
5 or federal statutes, court rules, case decisions, or common law.

7 Accordingly, to expedite the flow of information, to facilitate the prompt
8 resolution of disputes over confidentiality of discovery materials, to adequately protect
9 information the parties are entitled to keep confidential, to ensure that the parties are
10 permitted reasonable necessary uses of such material in preparation for and in the
11 conduct of trial, to address their handling at the end of the litigation, and serve the ends
12 of justice, a protective order for such information is justified in this matter. It is the
13 intent of the parties that information will not be designated as confidential for tactical
14 reasons and that nothing be so designated without a good faith belief that it has been
15 maintained in a confidential, non-public manner, and there is good cause why it should
16 not be part of the public record of this case.

21 **2. DEFINITIONS**

22 2.1 Action: this pending federal law suit.

23 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
24 information or items under this Order.

25 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
26 it is generated, stored or maintained) or tangible things that qualify for protection under
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1 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
2 Statement.

3 2.4 Counsel: Outside Counsel of Record and In-House Counsel (as well as their
4 support staff, including contract or part-time attorneys).
5

6 2.5 Designating Party: a Party or Non-Party that designates information or
7 items that it produces in disclosures or in responses to discovery as
8 “CONFIDENTIAL.”
9

10 2.6 Disclosure or Discovery Material: all items or information, regardless of the
11 medium or manner in which it is generated, stored, or maintained (including, among
12 other things, testimony, transcripts, and tangible things), that are produced or generated
13 in disclosures or responses to discovery in this matter.
14

15 2.7 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 an
17 expert witness or as a consultant in this Action.
18

19 2.8 In-House Counsel: attorneys who are employees of a party to this Action.
20 In-House Counsel does not include Outside Counsel of Record or any other outside
21 counsel.
22

23 2.9 Non-Party: any natural person, partnership, corporation, association, or
24 other legal entity not named as a Party to this action.
25

26 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
27 this Action but are retained to represent or advise a party to this Action and have
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1 appeared in this Action on behalf of that party or are affiliated with a law firm which
2 has appeared on behalf of that party, and includes support staff, contract and part-time
3 attorneys.

4
5 2.11 Party: any party to this Action, including all of its officers, directors,
6 employees, consultants, retained experts, and Outside Counsel of Record (and their
7 support staffs).

8
9 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
10 Discovery Material in this Action.

11
12 2.13 Professional Vendors: persons or entities that provide litigation support
13 services (e.g., photocopying, videotaping, translating, preparing exhibits or
14 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
15 their employees and subcontractors.

16
17 2.14 Protected Material: any Disclosure or Discovery Material that is designated
18 as “CONFIDENTIAL.”

19
20 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
21 from a Producing Party.

22 **3. SCOPE**

23
24 The protections conferred by this Stipulation and Order cover not only Protected
25 Material (as defined above), but also (1) any information copied or extracted from
26 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
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1 Material; and (3) any testimony, conversations, or presentations by Parties or their
2 Counsel that might reveal Protected Material.

3 Any use of Protected Material at trial shall be governed by the orders of the trial
4 judge. This Order does not govern the use of Protected Material at trial.
5

6 **4. DURATION**

7 Once a case proceeds to trial, all of the information to be introduced that was
8 previously designated as confidential or maintained pursuant to this protective order
9 becomes public and will be presumptively available to all members of the public,
10 including the press, unless compelling reasons supported by specific factual findings to
11 proceed otherwise are made to the trial judge in advance of the trial. *See Kamakana v.*
12 *City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing
13 “good cause” showing for sealing documents produced in discovery from “compelling
14 reasons” standard when merits-related documents are part of court record).
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18 Accordingly, the terms of this protective order do not extend beyond the
19 commencement of the trial.
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21 **5. DESIGNATING PROTECTED MATERIAL**

22 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
23 Party or Non-Party that designates information or items for protection under this Order
24 must take care to limit any such designation to specific material that qualifies under the
25 appropriate standards. The Designating Party must designate for protection only those
26 parts of material, documents, items, or oral or written communications that qualify so
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1 that other portions of the material, documents, items, or communications for which
2 protection is not warranted are not swept unjustifiably within the ambit of this Order.

3 Mass, indiscriminate, or routinized designations are prohibited. Designations that
4 are shown to be clearly unjustified or that have been made for an improper purpose
5 (e.g., to unnecessarily encumber the case development process or to impose
6 unnecessary expenses and burdens on other parties) may expose the Designating Party
7 to sanctions.
8

9
10 If it comes to a Designating Party's attention that information or items that it
11 designated for protection do not qualify for protection, that Designating Party must
12 promptly notify all other Parties that it is withdrawing the inapplicable designation.
13

14 5.2 Manner and Timing of Designations. Except as otherwise provided in this
15 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
16 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
17 must be clearly so designated before the material is disclosed or produced.
18

19 Designation in conformity with this Order requires:

20
21 (a) for information in documentary form (e.g., paper or electronic documents,
22 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
23 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
24 "CONFIDENTIAL legend"), to each page that contains protected material. If only a
25 portion or portions of the material on a page qualifies for protection, the Producing
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1 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
2 markings in the margins).

3 A Party or Non-Party that makes original documents available for inspection need
4 not designate them for protection until after the inspecting Party has indicated which
5 documents it would like copied and produced. During the inspection and before the
6 designation, all of the material made available for inspection shall be deemed
7 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
8 copied and produced, the Producing Party must determine which documents, or
9 portions thereof, qualify for protection under this Order. Then, before producing the
10 specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to
11 each page that contains Protected Material. If only a portion or portions of the material
12 on a page qualifies for protection, the Producing Party also must clearly identify the
13 protected portion(s) (e.g., by making appropriate markings in the margins).
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18 (b) for testimony given in depositions that the Designating Party identify the
19 Disclosure or Discovery Material on the record, before the close of the deposition all
20 protected testimony.
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22 (c) for information produced in some form other than documentary and for any
23 other tangible items, that the Producing Party affix in a prominent place on the exterior
24 of the container or containers in which the information is stored the legend
25 “CONFIDENTIAL.” If only a portion or portions of the information warrants
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1 protection, the Producing Party, to the extent practicable, shall identify the protected
2 portion(s).

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

11 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
12 designation of confidentiality at any time that is consistent with the Court's Scheduling
13 Order.
14

15 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
16 resolution process under Local Rule 37.1, et seq. Any discovery motion must strictly
17 comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.6.3.
18

19 6.3 Burden. The burden of persuasion in any such challenge proceeding shall
20 be on the Designating Party. Frivolous challenges, and those made for an improper
21 purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties)
22 may expose the Challenging Party to sanctions. Unless the Designating Party has
23 waived or withdrawn the confidentiality designation, all parties shall continue to afford
24 the 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.
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1 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

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

14 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
15 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
16 may disclose any information or item designated “CONFIDENTIAL” only to:
17

18 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
19 employees of said Outside Counsel of Record to whom it is reasonably necessary to
20 disclose the information for this Action;
21

22 (b) the officers, directors, and employees (including House Counsel) of the
23 Receiving Party to whom disclosure is reasonably necessary for this Action;
24

25 (c) Experts (as defined in this Order) of the Receiving Party to whom
26 disclosure is reasonably necessary for this Action and who have signed the
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
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1 (d) the court and its personnel;

2 (e) court reporters and their staff;

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

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

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

22 (i) any mediator or settlement officer, and their supporting personnel, mutually
23 agreed upon by any of the parties engaged in settlement discussions.

25 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**

26 **PRODUCED IN OTHER LITIGATION**

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

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

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

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

12 If the Designating Party timely seeks a protective order, the Party served with the
13 subpoena or court order shall not produce any information designated in this action as
14 “CONFIDENTIAL” before a determination by the court from which the subpoena or
15 order issued, unless the Party has obtained the Designating Party’s permission. The
16 Designating Party shall bear the burden and expense of seeking protection in that court
17 of its confidential material and nothing in these provisions should be construed as
18 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
19 directive from another court.
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26 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
27 **PRODUCED IN THIS LITIGATION**
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1 (a) The terms of this Order are applicable to information produced by a Non-
2 Party in this Action and designated as “CONFIDENTIAL.” Such information produced
3 by Non-Parties in connection with this litigation is protected by the remedies and relief
4 provided by this Order. Nothing in these provisions should be construed as prohibiting
5 a Non-Party from seeking additional protections.
6

7 (b) In the event that a Party is required, by a valid discovery request, to
8 produce a Non-Party’s confidential information in its possession, and the Party is
9 subject to an agreement with the Non-Party not to produce the Non-Party’s confidential
10 information, then the Party shall:
11

12 (1) promptly notify in writing the Requesting Party and the Non-Party that
13 some or all of the information requested is subject to a confidentiality agreement with a
14 Non-Party;
15

16 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
17 Order in this Action, the relevant discovery request(s), and a reasonably specific
18 description of the information requested; and
19

20 (3) make the information requested available for inspection by the Non-
21 Party, if requested.
22

23 (c) If the Non-Party fails to seek a protective order from this court within 14 days
24 of receiving the notice and accompanying information, the Receiving Party may
25 produce the Non-Party’s confidential information responsive to the discovery request.
26 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
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1 any 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 court order
3 to the contrary, the Non-Party shall bear the burden and expense of seeking protection
4 in this court of its Protected Material.
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7 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

21
22 When a Producing Party gives notice to Receiving Parties that certain
23 inadvertently produced material is subject to a claim of privilege or other protection, the
24 obligations of the Receiving Parties are those set forth in Federal Rule of Civil
25 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
26 may be established in an e-discovery order that provides for production without prior
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1 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
2 parties reach an agreement on the effect of disclosure of a communication or
3 information covered by the attorney-client privilege or work product protection, the
4 parties may incorporate their agreement in the stipulated protective order submitted to
5 the court.
6

7 If a Designating Party inadvertently discloses information in connection with the
8 pending litigation to another Party that the Designating Party thereafter claims to be
9 privileged or protected by the attorney-client privilege or attorney work product
10 protection (“Disclosed Protected Information”), the disclosure of the Disclosed
11 Protected Information shall not constitute or be deemed a waiver or forfeiture of any
12 claim of privilege or work product protection that the Designating Party would
13 otherwise be entitled to assert with respect to the Disclosed Protected Information and
14 its subject matter in this proceeding or in any other federal or state proceeding.
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18 A Designating Party may assert in writing attorney-client privilege or work
19 product protection with respect to Disclosed Protected Information. The Receiving
20 Party must—unless it contests the claim of attorney-client privilege or work product
21 protection in accordance with sub-paragraph (c)—within five business days of receipt
22 of that writing, (i) return or destroy all copies of the Disclosed Protected Information,
23 and (ii) provide a certification of counsel that all of the Disclosed Protected Information
24 has been returned or destroyed. Within five business days after assertion of attorney-
25 client privilege or work product protection with respect to Disclosed Protected
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1 Information, the Designating Party must produce a privilege log with respect to the
2 Disclosed Protected Information.

3 **12. MISCELLANEOUS**

4
5 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
6 person to seek its modification by the Court in the future.

7
8 12.2 Right to Assert Other Objections. By stipulating to the entry of this
9 Protective Order no Party waives any right it otherwise would have to object to
10 disclosing or producing any information or item on any ground not addressed in this
11 Stipulated Protective Order. Similarly, no Party waives any right to object on any
12 grounds to use in evidence of any of the material covered by this Protective Order.

13
14 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
15 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
16 under seal pursuant to a court order authorizing the sealing of the specific Protected
17 Material at issue. If a Party's request to file Protected Material under seal is denied by
18 the court, then the Receiving Party may file the information in the public record unless
19 otherwise instructed by the court.
20
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22 **13. FINAL DISPOSITION**

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

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18 14. Any violation of this Order may be punished by any and all appropriate
19 measures including, without limitation, contempt proceedings and/or monetary
20 sanctions.
21

22 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
23
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25 DATED: October 18, 2016

LAW OFFICES OF KIRA RUBEL

26 s/ Kira Rubel _____
27 Kira Rubel
28 Attorneys for Plaintiff
JUAN CARLOS MATA

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DATED: October 18, 2016

CARLSON & MESSER LLP

s/ David J. Kaminski
David J. Kaminski
Stephen A. Watkins
Attorneys for Defendant,
VEROS CREDIT, LLC

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: February 16, 2017



Hon. Jay C. Gandhi
United States Magistrate Judge

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 that was
6 issued by the United States District Court for the Central District of California on [date] in
7 the case of *John Carlos Mata v. Veros Credit, LLC*, 8:16-cv-00098-DOC-JCG. I agree to
8 comply with and to be bound by all the terms of this Stipulated Protective Order and I
9 understand and acknowledge that failure to so comply could expose me to sanctions and
10 punishment in the nature of contempt. I solemnly promise that I will not disclose in any
11 manner any information or item that is subject to this Stipulated Protective Order to any person
12 or entity except in strict compliance with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for the
14 Central District of California for the purpose of enforcing the terms of this Stipulated
15 Protective Order, even if such enforcement proceedings occur after termination of this action.
16 I hereby appoint _____ [print or type full name] of
17 _____ [print or type full address and telephone
18 number] as my California agent for service of process in connection with this action or any
19 proceedings related to enforcement of this Stipulated Protective Order.

20 Date: _____

21 City and State where sworn and signed: _____

22 Printed name: _____

23 Signature: _____