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15 MORTGAGE SERVICES, LLC

16 UNITED STATES DISTRICT COURT  
17 CENTRAL DISTRICT OF CALIFORNIA

19 CANDICE RITENOUR, individually,  
20 and on behalf of other members of the  
general public similarly situated;  
21 CHERYL WEISER, individually, and  
on behalf of other members of the  
22 general public similarly situated,

23 Plaintiffs,

24 vs.

25 CARRINGTON MORTGAGE  
SERVICES, LLC, an unknown  
26 business entity; and DOES 1 through  
100, inclusive,

27 Defendant.  
28

Case No. 8:16-CV-02011-CJC-DFM

**[Discovery Document: Referred to  
Magistrate Judge Douglas F.  
McCormick]**

**STIPULATED PROTECTIVE  
ORDER**

1. PURPOSES, LIMITATIONS AND GOOD CAUSE STATEMENT

Disclosure and discovery activity in this action are likely to involve production of confidential, financial, 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. Such materials include personnel records (including information regarding non-parties), confidential compensation arrangements (*e.g.*, payroll records and compensation plans), documents reflecting Defendant's internal policies, procedures, and confidential business practices such as handbooks, internal policies, training information, and organizational charts. This personal and commercial business information is maintained in confidence and generally unavailable to the public. It includes information that implicates privacy rights of third parties and which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law.

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

Thus, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable

1 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,  
2 that this Stipulated Protective Order does not entitle them to file confidential  
3 information under seal; Local Rule 79-5 sets forth the procedures that must be  
4 followed and the standards that will be applied when a party seeks permission from  
5 the Court to file material under seal.

6 2. DEFINITIONS

7 2.1 Challenging Party: a Party or Non-Party that challenges the designation  
8 of information or items under this Order.

9 2.2 “CONFIDENTIAL” Information or Items: information (regardless of  
10 how it is generated, stored or maintained) or tangible things that qualify for protection  
11 under Federal Rule of Civil Procedure 26(c).

12 2.3 Counsel (without qualifier): Outside Counsel of Record and House  
13 Counsel (as well as their support staff).

14 2.4 Designating Party: a Party or Non-Party that designates information or  
15 items that it produces in disclosures or in responses to discovery as  
16 “CONFIDENTIAL.”

17 2.5 Disclosure or Discovery Material: all items or information, regardless of  
18 the medium or manner in which it is generated, stored, or maintained (including,  
19 among other things, testimony, transcripts, and tangible things), that are produced or  
20 generated in disclosures or responses to discovery in this matter.

21 2.6 Expert: a person with specialized knowledge or experience in a matter  
22 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
23 expert witness or as a consultant in this action.

24 2.7 House Counsel: attorneys who are employees of a party to this action.  
25 House Counsel does not include Outside Counsel of Record or any other outside  
26 counsel.

27 2.8 Non-Party: any natural person, partnership, corporation, association, or  
28 other legal entity not named as a Party to this action.

1           2.9    Outside Counsel of Record: attorneys who are not employees of a party  
2 to this action but are retained to represent or advise a party to this action and have  
3 appeared in this action on behalf of that party or are affiliated with a law firm which  
4 has appeared on behalf of that party, and includes support staff.

5           2.10 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           2.11 Producing Party: a Party or Non-Party that produces Disclosure or  
9 Discovery Material in this action.

10          2.12 Professional Vendors: persons or entities that provide litigation support  
11 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
12 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
13 and their employees and subcontractors.

14          2.13 Protected Material: any Disclosure or Discovery Material that is  
15 designated as “CONFIDENTIAL.”

16          2.14 Receiving Party: a Party that receives Disclosure or Discovery Material  
17 from a Producing Party.

### 18    3.    SCOPE

19          The protections conferred by this Stipulation and Order cover not only  
20 Protected Material (as defined above), but also (1) any information copied or extracted  
21 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
22 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
23 or their Counsel that might reveal Protected Material. However, the protections  
24 conferred by this Stipulation and Order do not cover the following information: (a)  
25 any information that is in the public domain at the time of disclosure to a Receiving  
26 Party or becomes part of the public domain after its disclosure to a Receiving Party as  
27 a result of publication not involving a violation of this Order, including becoming part  
28 of the public record through trial or otherwise; and (b) any information known to the

1 Receiving Party prior to the disclosure or obtained by the Receiving Party after the  
2 disclosure from a source who obtained the information lawfully and under no  
3 obligation of confidentiality to the Designating Party. Any use of Protected Material at  
4 trial shall be governed by a separate agreement or order.

5 4. DURATION

6 Even after final disposition of this litigation, the confidentiality obligations  
7 imposed by this Order shall remain in effect until a Designating Party agrees  
8 otherwise in writing or a court order otherwise directs. Final disposition shall be  
9 deemed to be the later of (1) dismissal of all claims and defenses in this action, with or  
10 without prejudice; and (2) final judgment herein after the completion and exhaustion  
11 of all appeals, rehearings, remands, trials, or reviews of this action, including the time  
12 limits for filing any motions or applications for extension of time pursuant to  
13 applicable law.

14 5. DESIGNATING PROTECTED MATERIAL

15 5.1 Exercise of Restraint and Care in Designating Material for Protection.

16 Each Party or Non-Party that designates information or items for protection under this  
17 Order must take care to limit any such designation to specific material that qualifies  
18 under the appropriate standards. The Designating Party must designate for protection  
19 only those parts of material, documents, items, or oral or written communications that  
20 qualify – so that other portions of the material, documents, items, or communications  
21 for which protection is not warranted are not swept unjustifiably within the ambit of  
22 this Order.

23 Mass, indiscriminate, or routinized designations are prohibited. Designations  
24 that are shown to be clearly unjustified or that have been made for an improper  
25 purpose (e.g., to unnecessarily encumber the case development process or to impose  
26 unnecessary expenses and burdens on other parties) may expose the Designating Party  
27 to sanctions. If it comes to a Designating Party's attention that information or items  
28

1 that it designated for protection do not qualify for protection, that Designating Party  
2 must promptly notify all other Parties that it is withdrawing the mistaken designation.

3 5.2 Manner and Timing of Designations. Except as otherwise provided in  
4 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
5 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
6 under this Order must be clearly so designated before the material is disclosed or  
7 produced.

8 Designation in conformity with this Order requires:

9 (a) for information in documentary form (e.g., paper or electronic  
10 documents, but excluding transcripts of depositions or other pretrial or trial  
11 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” to each  
12 page that contains protected material. If only a portion or portions of the material on a  
13 page qualifies for protection, the Producing Party also must clearly identify the  
14 protected portion(s) (e.g., by making appropriate markings in the margins).

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

27 (b) for testimony given in deposition or in other pretrial or trial proceedings,  
28 that the Designating Party identify on the record, before the close of the deposition,

1 hearing, or other proceeding, all protected testimony.

2 (c) for information produced in some form other than documentary and for  
3 any other tangible items, that the Producing Party affix in a prominent place on the  
4 exterior of the container or containers in which the information or item is stored the  
5 legend "CONFIDENTIAL." If only a portion or portions of the information or item  
6 warrant protection, the Producing Party, to the extent practicable, shall identify the  
7 protected portion(s).

8 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
9 failure to designate qualified information or items does not, standing alone, waive the  
10 Designating Party's right to secure protection under this Order for such material.  
11 Upon timely correction of a designation, the Receiving Party must make reasonable  
12 efforts to assure that the material is treated in accordance with the provisions of this  
13 Order.

## 14 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
16 designation of confidentiality at any time. Unless a prompt challenge to a Designating  
17 Party's confidentiality designation is necessary to avoid foreseeable, substantial  
18 unfairness, unnecessary economic burdens, or a significant disruption or delay of the  
19 litigation, a Party does not waive its right to challenge a confidentiality designation by  
20 electing not to mount a challenge promptly after the original designation is disclosed.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
22 resolution process under Local Rule 37-1 et seq.

23 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
24 joint stipulation pursuant to Local Rule 37-2 et seq.

25 6.4 The burden of persuasion in any such challenge proceeding shall be on  
26 the Designating Party. Frivolous challenges, and those made for an improper purpose  
27 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
28 expose the Challenging Party to sanctions. Unless the Designating Party has waived or

1 withdrawn the confidentiality designation, all parties shall continue to afford the  
2 material in question the level of protection to which it is entitled under the Producing  
3 Party’s designation until the Court rules on the challenge.

4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
6 disclosed or produced by another Party or by a Non-Party in connection with this case  
7 only for prosecuting, defending, or attempting to settle this litigation. Such Protected  
8 Material may be disclosed only to the categories of persons and under the conditions  
9 described in this Order. When the litigation has been terminated, a Receiving Party  
10 must comply with the provisions of section 13 below (FINAL DISPOSITION).

11 Protected Material must be stored and maintained by a Receiving Party at a  
12 location and in a secure manner that ensures that access is limited to the persons  
13 authorized under this Order.

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

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

21 (b) the officers, directors, and employees (including House Counsel) of the  
22 Receiving Party to whom disclosure is reasonably necessary for this litigation and  
23 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (c) Experts (as defined in this Order) of the Receiving Party to whom  
25 disclosure is reasonably necessary for this litigation and who have signed the  
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

27 (d) the Court and its personnel;

28 (e) court reporters and their staff, videographers, professional jury or trial

1 consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably  
2 necessary for this litigation and who have signed the “Acknowledgment and  
3 Agreement to Be Bound” (Exhibit A);

4 (f) during their depositions, witnesses, and attorneys for the witnesses, in  
5 the action to whom disclosure is reasonably necessary and who have signed the  
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
7 by the Designating Party or ordered by the Court. Pages of transcribed deposition  
8 testimony or exhibits to depositions that reveal Protected Material must be separately  
9 bound by the court reporter and may not be disclosed to anyone except as permitted  
10 under this Stipulated Protective Order.

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

13 (h) any mediator or settlement officer, and their supporting personnel,  
14 mutually agreed upon by any of the parties engaged in settlement discussions.

15 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
16 OTHER LITIGATION

17 If a Party is served with a subpoena or a court order issued in other litigation  
18 that compels disclosure of any information or items designated in this action as  
19 “CONFIDENTIAL,” that Party must:

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

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

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

28 If the Designating Party timely seeks a protective order, the Party served with

1 the subpoena or court order shall not produce any information designated in this  
2 action as “CONFIDENTIAL” before a determination by the court from which the  
3 subpoena or order issued, unless the Party has obtained the Designating Party’s  
4 permission. The Designating Party shall bear the burden and expense of seeking  
5 protection in that court of its confidential material – and nothing in these provisions  
6 should be construed as authorizing or encouraging a Receiving Party in this action to  
7 disobey a lawful directive from another court.

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

10 (a) The terms of this Order are applicable to information produced by a  
11 Non-Party in this action and designated as “CONFIDENTIAL.” Such information  
12 produced by Non-Parties in connection with this litigation is protected by the  
13 remedies and relief provided by this Order. Nothing in these provisions should be  
14 construed as prohibiting a Non-Party from seeking additional protections.

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

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

22 (2) promptly provide the Non-Party with a copy of the Stipulated  
23 Protective Order in this litigation, the relevant discovery request(s), and a reasonably  
24 specific description of the information requested; and

25 (3) make the information requested available for inspection by the Non-  
26 Party.

27 (c) If the Non-Party fails to object or seek a protective order from this Court  
28 within 14 days of receiving the notice and accompanying information, the Receiving

1 Party may produce the Non-Party's confidential information responsive to the  
2 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
3 Party shall not produce any information in its possession or control that is subject to  
4 the confidentiality agreement with the Non-Party before a determination by the Court.  
5 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
6 of seeking protection in this Court of its Protected Material.

7 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

16 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
17 **PROTECTED MATERIAL**

18 When a Producing Party gives notice to Receiving Parties that certain  
19 inadvertently produced material is subject to a claim of privilege or other protection,  
20 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
21 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
22 may be established in an e-discovery order that provides for production without prior  
23 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
24 parties reach an agreement on the effect of disclosure of a communication or  
25 information covered by the attorney-client privilege or work product protection, the  
26 parties may incorporate their agreement in the stipulated protective order submitted to  
27 the Court.  
28

1     12.    MISCELLANEOUS

2           12.1   Right to Further Relief. Nothing in this Order abridges the right of any  
3     person to seek its modification by the Court in the future.

4           12.2   Right to Assert Other Objections. By stipulating to the entry of this  
5     Protective Order no Party waives any right it otherwise would have to object to  
6     disclosing or producing any information or item on any ground not addressed in this  
7     Stipulated Protective Order. Similarly, no Party waives any right to object on any  
8     ground to use in evidence of any of the material covered by this Protective Order.

9           12.3   FILING PROTECTED MATERIAL

10          A Party that seeks to file under seal any Protected Material must comply with  
11     Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court  
12     order authorizing the sealing of the specific Protected Material at issue. If a Party’s  
13     request to file Protected Material under seal is denied by the Court, then the Receiving  
14     Party may file the information in the public record unless otherwise instructed by the  
15     Court.

16         13.    FINAL DISPOSITION

17          Within 60 days after the final disposition of this action, as defined in paragraph  
18     4, each Receiving Party must return all Protected Material to the Producing Party or  
19     destroy such material. As used in this subdivision, “all Protected Material” includes  
20     all copies, abstracts, compilations, summaries, and any other format reproducing or  
21     capturing any of the Protected Material. Whether the Protected Material is returned or  
22     destroyed, the Receiving Party must submit a written certification to the Producing  
23     Party (and, if not the same person or entity, to the Designating Party) by the 60 day  
24     deadline that (1) identifies (by category, where appropriate) all the Protected Material  
25     that was returned or destroyed and (2) affirms that the Receiving Party has not  
26     retained any copies, abstracts, compilations, summaries or any other format  
27     reproducing or capturing any of the Protected Material. Notwithstanding this  
28     provision, Counsel are entitled to retain an archival copy of all pleadings, motion

1 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
2 deposition and trial exhibits, expert reports, attorney work product, and consultant and  
3 expert work product, even if such materials contain Protected Material. Any such  
4 archival copies that contain or constitute Protected Material remain subject to this  
5 Protective Order as set forth in Section 4 (DURATION).

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14. VIOLATION

Violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Date: June 29, 2017

Respectfully submitted,  
**LAWYERS for JUSTICE, PC**

BY: /s/ Jill J. Parker  
Jill J. Parker  
Attorneys for Plaintiffs

Date: June 29, 2017

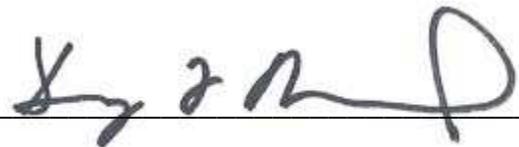
**MUNGER, TOLLES & OLSON LLP**

BY: /s/ Margaret G. Maraschino  
Margaret G. Maraschino  
Attorneys for Defendant

Pursuant to Local Rule 5-4.3.4(a)(2), the filer attests that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: July 6, 2017

  
\_\_\_\_\_  
Honorable Douglas F. McCormick  
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 perjury that  
5 I have read in its entirety and understand the Stipulated Protective Order that was  
6 issued by the United States District Court for the Northern District of California on  
7 [date] in the case of Ritneour, et. al. v. Carrington Mortgage Services, LLC, Case No.  
8 8:16-CV-02011-CJC-DFM. I agree to comply with and to be bound by all the terms  
9 of this Stipulated Protective Order and I understand and acknowledge that failure to so  
10 comply could expose me to sanctions and punishment in the nature of contempt. I  
11 solemnly promise that I will not disclose in any manner any information or item that is  
12 subject to this Stipulated Protective Order to any person or entity except in strict  
13 compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for the  
15 Central District of California for the purpose of enforcing the terms of this Stipulated  
16 Protective Order, even if such enforcement proceedings occur after termination of this  
17 action.

18 I hereby appoint \_\_\_\_\_ [print or type full name] of  
19 \_\_\_\_\_ [print or type full address and  
20 telephone number] as my California agent for service of process in connection with  
21 this action or any proceedings related to enforcement of this Stipulated Protective  
22 Order.

23 Date: \_\_\_\_\_

24 City and State where sworn and signed: \_\_\_\_\_

25  
26 Printed name: \_\_\_\_\_

27  
28 Signature: \_\_\_\_\_