



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

10 **B. GOOD CAUSE STATEMENT**

11 This action is likely to involve customer identity and financial information,  
12 medical information, and trade secrets and other valuable commercial, financial,  
13 technical and/or proprietary information for which special protection from public  
14 disclosure and from use for any purpose other than prosecution of this action is  
15 warranted. Such confidential and proprietary materials and information consist of,  
16 among other things, medical information, confidential business or financial  
17 information, information regarding confidential business practices, or other  
18 confidential banking or commercial information (including information implicating  
19 privacy rights of third parties), information otherwise generally unavailable to the  
20 public, or which may be privileged or otherwise protected from disclosure under  
21 state or federal statutes, court rules, case decisions, or common law. Accordingly,  
22 to expedite the flow of information, to facilitate the prompt resolution of disputes  
23 over confidentiality of discovery materials, to adequately protect information the  
24 parties are entitled to keep confidential, to ensure that the parties are permitted  
25 reasonable necessary uses of such material in preparation for and in the conduct of  
26 trial, to address their handling at the end of the litigation, and serve the ends of  
27 justice, a protective order for such information is justified in this matter. It is the  
28 intent of the parties that information will not be designated as confidential for

1 tactical reasons and that nothing be so designated without a good faith belief that it  
2 has been maintained in a confidential, non-public manner, and there is good cause  
3 why it should not be part of the public record of this case.

4 **2. DEFINITIONS**

5 2.1 Action: this pending federal law suit.

6 2.2 Challenging Party: a Party or Non-Party that challenges the  
7 designation of information or items under this Order.

8 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
9 how it is generated, stored or maintained) or tangible things that qualify for  
10 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
11 the Good Cause Statement.

12 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
13 their support staff).

14 2.5 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 2.6 Disclosure or Discovery Material: all items or information, regardless  
18 of 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  
20 or generated in disclosures or responses to discovery in this matter.

21 2.7 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  
23 an expert witness or as a consultant in this Action.

24 2.8 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 2.9 Non-Party: any natural person, partnership, corporation, association,  
28 or other legal entity not named as a Party to this action.

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

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

10          2.13 Professional Vendors: persons or entities that provide litigation  
11 support 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          2.14 Protected Material: any Disclosure or Discovery Material that is  
15 designated as “CONFIDENTIAL.”

16          2.15 Receiving Party: a Party that receives Disclosure or Discovery  
17 Material 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  
21 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
22 compilations of Protected Material; and (3) any testimony, conversations, or  
23 presentations by Parties or their Counsel that might reveal Protected Material.

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

### 26           **4. DURATION**

27           Even after final disposition of this litigation, the confidentiality obligations  
28 imposed by this Order shall remain in effect until a Designating Party agrees

1 otherwise in writing or a court order otherwise directs. Final disposition shall be  
2 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
3 with or without prejudice; and (2) final judgment herein after the completion and  
4 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
5 including the time limits for filing any motions or applications for extension of  
6 time pursuant to applicable law.

## 7 **5. DESIGNATING PROTECTED MATERIAL**

### 8 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

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

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic  
3 documents, but excluding transcripts of depositions or other pretrial or trial  
4 proceedings), that the Producing Party affix at a minimum, the legend  
5 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
6 contains protected material. If only a portion or portions of the material on a page  
7 qualifies for protection, the Producing Party also must clearly identify the protected  
8 portion(s) (e.g., by making appropriate markings in the margins).

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

21 (b) for testimony given in depositions that the Designating Party identify  
22 the Disclosure or Discovery Material on the record, before the close of the  
23 deposition all protected testimony.

24 (c) for information produced in some form other than documentary and  
25 for any other tangible items, that the Producing Party affix in a prominent place on  
26 the exterior of the container or containers in which the information is stored the  
27 legend “CONFIDENTIAL.” If only a portion or portions of the information  
28

1 warrants protection, the Producing Party, to the extent practicable, shall identify  
2 the protected portion(s).

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

## 9       **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

10       6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
11 designation of confidentiality at any time that is consistent with the Court's  
12 Scheduling Order.

13       6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
14 resolution process under Local Rule 37.1 et seq.

15       6.3 The burden of persuasion in any such challenge proceeding shall be  
16 on the Designating Party. Frivolous challenges, and those made for an improper  
17 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
18 parties) may expose the Challenging Party to sanctions. Unless the Designating  
19 Party has waived or withdrawn the confidentiality designation, all parties shall  
20 continue to afford the material in question the level of protection to which it is  
21 entitled under the Producing Party's designation until the Court rules on the  
22 challenge.

## 23       **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

24       7.1 Basic Principles. A Receiving Party may use Protected Material that is  
25 disclosed or produced by another Party or by a Non-Party in connection with this  
26 Action only for prosecuting, defending, or attempting to settle this Action. Such  
27 Protected Material may be disclosed only to the categories of persons and under the  
28 conditions described in this Order. When the Action has been terminated, a

1 Receiving Party must comply with the provisions of section 13 below (FINAL  
2 DISPOSITION).

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

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
7 otherwise ordered by the court or permitted in writing by the Designating Party, a  
8 Receiving Party may disclose any information or item designated  
9 “CONFIDENTIAL” only to:

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

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

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

18 (d) the court and its personnel;

19 (e) court reporters and their staff;

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

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

25 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
26 Action to whom disclosure is reasonably necessary provided: (1) the deposing  
27 party requests that the witness sign the form attached as Exhibit A hereto; and (2)  
28 they will not be permitted to keep any confidential information unless they sign the



1 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
2 agreed by the Designating Party or ordered by the court. Pages of transcribed  
3 deposition testimony or exhibits to depositions that reveal Protected Material may  
4 be separately bound by the court reporter and may not be disclosed to anyone  
5 except as permitted under this Stipulated Protective Order; and

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

8 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
9 **PRODUCED IN OTHER LITIGATION**

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

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

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

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

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

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

3           (a) The terms of this Order are applicable to information produced by a  
4 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
5 produced by Non-Parties in connection with this litigation is protected by the  
6 remedies and relief provided by this Order. Nothing in these provisions should be  
7 construed as prohibiting a Non-Party from seeking additional protections.

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

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

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

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

20           (c) If the Non-Party fails to seek a protective order from this court within  
21 14 days of receiving the notice and accompanying information, the Receiving Party  
22 may produce the Non-Party’s confidential information responsive to the discovery  
23 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
24 not produce any information in its possession or control that is subject to the  
25 confidentiality agreement with the Non-Party before a determination by the court.  
26 Absent a court order to the contrary, the Non-Party shall bear the burden and  
27 expense of seeking protection in this court of its Protected Material.  
28

1           **10. UNAUTHORIZED DISCLOSURE OF PROTECTED**  
2                           **MATERIAL**

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

12           **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
13                           **OTHERWISE PROTECTED MATERIAL**

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

24           **12. MISCELLANEOUS**

25           12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
26 person to seek its modification by the Court in the future.

27           12.2 Right to Assert Other Objections. By stipulating to the entry of this  
28 Protective Order no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in  
2 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
3 any ground to use in evidence of any of the material covered by this Protective  
4 Order.

5 12.3 Filing Protected Material. A Party that seeks to file under seal any  
6 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
7 may only be filed under seal pursuant to a court order authorizing the sealing of the  
8 specific Protected Material at issue. If a Party's request to file Protected Material  
9 under seal is denied by the court, then the Receiving Party may file the information  
10 in the public record unless otherwise instructed by the court.

### 11 **13. FINAL DISPOSITION**

12 After the final disposition of this Action, as defined in paragraph 4, within  
13 60 days of a written request by the Designating Party, each Receiving Party must  
14 return all Protected Material to the Producing Party or destroy such material. As  
15 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
16 compilations, summaries, and any other format reproducing or capturing any of the  
17 Protected Material. Whether the Protected Material is returned or destroyed, the  
18 Receiving Party must submit a written certification to the Producing Party (and, if  
19 not the same person or entity, to the Designating Party) by the 60 day deadline that  
20 (1) identifies (by category, where appropriate) all the Protected Material that was  
21 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
22 copies, abstracts, compilations, summaries or any other format reproducing or  
23 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
24 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
25 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
26 and trial exhibits, expert reports, attorney work product, and consultant and expert  
27 work product, even if such materials contain Protected Material. Any such archival  
28

1 copies that contain or constitute Protected Material remain subject to this  
2 Protective Order as set forth in Section 4 (DURATION).

3 14. Any violation of this Order may be punished by any and all  
4 appropriate measures including, without limitation, contempt proceedings and/or  
5 monetary sanctions.

6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

7  
8 DATED: September 1, 2017

9  
10 s/Eric Palmer

11 \_\_\_\_\_  
12 Joseph M. Lovretovich  
13 Eric Palmer  
14 Christina R. Manalo  
15 Attorneys for Plaintiff *Maria Orantes*

16  
17 DATED: September 1, 2017

18 s/ Suzanne K. Roten

19 \_\_\_\_\_  
20 Janice P. Brown  
21 Suzanne K. Roten  
22 Attorneys for Defendant *Bank of America, National Association*

23 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

24 DATED: September 7, 2017

25   
26 \_\_\_\_\_  
27 Hon. Jay C. Gandhi  
28 United States Magistrate Judge

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, \_\_\_\_\_ [print or type full name],  
4 of \_\_\_\_\_ [print or type full address], declare under  
5 penalty of perjury that I have read in its entirety and understand the Stipulated  
6 Protective Order that was issued by the United States District Court for the Central  
7 District of California on \_\_\_\_\_, 2017 in the case of *Maria Orantes v.*  
8 *Bank of America, National Association*, Case No. 8:17-cv-00381-CJC (JCGx).

9 I agree to comply with and to be bound by all the terms of this Stipulated  
10 Protective Order and I understand and acknowledge that failure to so comply could  
11 expose me to sanctions and punishment in the nature of contempt. I solemnly  
12 promise that I will not disclose in any manner any information or item that is  
13 subject to this Stipulated Protective Order to any person or entity except in strict  
14 compliance with the provisions of this Order.

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

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

24 City and State where sworn and signed:

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

26 Signature: \_\_\_\_\_