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Note changes made by the Court.

6 Attorneys for Defendant  
 7 JPMORGAN CHASE BANK, N.A.  
 8 (incorrectly named as J.P. MORGAN CHASE  
 9 NATIONAL CORPORATE SERVICES, INC.  
 10 dba J.P. MORGAN CHASE BANK)

11 UNITED STATES DISTRICT COURT  
 12 CENTRAL DISTRICT OF CALIFORNIA

13 CATHY J. VAN HUISEN,  
 14 Plaintiff,

Case No. 8:17-cv-02031-DOC-KES

15 vs.

**STIPULATION AND [PROPOSED]  
 PROTECTIVE ORDER**

16 J.P. MORGAN CHASE NATIONAL  
 17 CORPORATE SERVICES, INC. dba  
 18 J.P. MORGAN CHASE BANK;  
 19 ALBERT BROOKS; EDWARD ELY,  
 20 and DOES 1-50 Inclusive,

Complaint Filed: October 3, 2017

21 Defendant.

1 Plaintiff Cathy J. Van Huisen (“Plaintiff”) and Defendant JPMorgan Chase  
2 Bank, N.A. (“Defendant,” incorrectly named as “J.P. MORGAN CHASE  
3 NATIONAL CORPORATE SERVICES, INC. dba J.P. MORGAN CHASE  
4 BANK”) (together, the “Parties”), by and through their counsel of record agree and  
5 stipulate as follows:

6 Good Cause Statement

7 WHEREAS, Plaintiff has requested documents evidencing transactions  
8 performed for customers and clients by Plaintiff, documents that potentially could  
9 include private financial information of Defendant’s customers or other private  
10 information concerning non-parties, and internal operational documents that are  
11 confidential and proprietary;

12 THEREFORE, IT IS STIPULATED AND AGREED, by and between  
13 Plaintiff and Defendant and their respective undersigned counsel of record that:

14 **[PROPOSED] PROTECTIVE ORDER**

15 **DEFINITIONS**

16 1. For the purpose of this Order:

17 (a) “Information” is defined broadly to include information in  
18 any form, whether provided in response to a request for information, in  
19 documents, or in testimony;

20 (b) “Document” is defined broadly to include tangible paper  
21 as well as information stored electronically on disc, tape or otherwise;

22 (c) “Confidential Material” is defined to include information  
23 designated as “Confidential” or “Highly Confidential – Attorneys’ Eyes  
24 Only” or provisionally treated as “Confidential” or “Highly Confidential –  
25 Attorneys’ Eyes Only” under the terms of this Order.

1                   **SCOPE, DESIGNATION AND USE OF CONFIDENTIAL MATERIAL**

2                   2.       The Parties acknowledge that they will be requesting and exchanging  
3 documents and information solely because they are parties to the Litigation and  
4 therefore agree that all material exchanged between them will be used only for  
5 purposes of and in connection with prosecuting or defending this Litigation, actions  
6 that have been related to this Litigation, and/or alternative dispute resolution efforts  
7 between the parties hereto and for no other purpose. In addition, the parties  
8 acknowledge that certain of the documents and materials exchanged in discovery in  
9 this Litigation will be sensitive and confidential and deserve additional protections  
10 from disclosure, as set forth in this Order. Counsel for each party, and each person  
11 receiving Confidential Material must take reasonable precautions to prevent the  
12 unauthorized or inadvertent disclosure of such information.

13                  3.       A party or non-party subject to discovery in the Litigation may  
14 designate as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only”  
15 documents or information produced in discovery that the party or non-party  
16 considers in good faith to contain confidential information, including but not  
17 limited to information falling within the following categories:

18                               (a)   Confidential Information. “CONFIDENTIAL  
19 INFORMATION” is defined herein as:

- 20                               (i)   a trade secret or other confidential research, development  
21                                       or commercial information; and/or  
22                               (ii)  any sensitive personal information of nonparties, the  
23                                       parties, or their managers, representatives or employees,  
24                                       current or former, including the following: Social  
25                                       Security number, date of birth, medical records, medical  
26                                       information, personnel records, address(es), telephone  
27                                       records/numbers, e-mail address(es), wage and benefit  
28                                       data, account numbers, tax records, and other financial

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information such as credits, loans, or other business transactions, assets, and/or income data;

(b) Attorneys’ Eyes Only Information. “ATTORNEYS’ EYES ONLY INFORMATION” is defined herein as CONFIDENTIAL INFORMATION which constitutes, discloses, reveals, describes or discusses, in whole or in part, a trade secret within the meaning of the California Uniform Trade Secrets Act, financial statements or budgets of Defendant, provided however, to the extent that any party intends to rely on that party’s budgets, financial statements or net worth information in support of, or in defense against, a claim for damages or for recovery of equitable relief of a monetary nature, such information shall be designated as Confidential, and not Attorneys’ Eyes Only.

4. A party or non-party seeking to designate as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” any document that that party or non-party produces in response to a document request or subpoena in the Litigation shall designate the document as confidential by labeling the document “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” on the face of each page of the document, along with an indication identifying the producing party. In the event a producing party elects to produce materials for inspection, no marking need be made by the producing party in advance of the initial inspection. For purposes of the initial inspection, all materials produced will be considered as “Highly Confidential – Attorneys’ Eyes Only” and must be treated as such pursuant to the terms of this Order. Thereafter, upon selection of specified materials for copying by the inspecting party, the producing party must, within a reasonable time prior to producing those materials to the inspecting party, mark the copies of those materials that contain Confidential Information with the appropriate confidentiality marking.

5. If a party believes that a document produced by someone other than that party contains confidential information, the party wishing to designate such

1 confidential information under the terms of this Order shall notify the other party in  
2 the Litigation in writing that it considers the information confidential, label the  
3 affected document with the legend “Confidential” or “Highly Confidential –  
4 Attorneys’ Eyes Only” on the face of each page of the document along with an  
5 indication identifying the party designating the document as confidential, and send  
6 a copy of the document with the appropriate “Confidential” or “Highly Confidential  
7 – Attorneys’ Eyes Only” legend to the non-designating party.

8           6.     A party or non-party seeking to designate as “Confidential” or “Highly  
9 Confidential – Attorneys’ Eyes Only” any written response to an interrogatory or  
10 other request provided by that party or non-party shall designate the response as  
11 confidential by clearly indicating the page(s) or section(s) of the response that is  
12 designated as confidential, including by placing the legend “Confidential” or  
13 “Highly Confidential – Attorneys’ Eyes Only” on the face of each page of the  
14 response that contains confidential information. If a party believes that a written  
15 discovery response served by someone other than the party seeking to designate the  
16 response or any portion thereto as confidential, the designating party shall designate  
17 the response as confidential by clearly indicating the page(s) or section(s) of the  
18 response that is designated as confidential, including by placing the legend  
19 “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” on the face of each  
20 page of the response that contains confidential information, and shall send a copy of  
21 the document with the appropriate confidentiality legend to the non-designating  
22 party.

23           7.     A party also may designate as “Confidential” or “Highly Confidential  
24 – Attorneys’ Eyes Only” any deposition testimony by (a) stating orally on the  
25 record of a deposition that the entire transcript or portion thereof is “Confidential”  
26 or “Highly Confidential – Attorneys’ Eyes Only”; or (b) by written notice to  
27 counsel for the other party in the Litigation of such designation within seven (7)  
28 days after receipt of the deposition transcript.

1 (a) Disclosure of Confidential Transcripts to the Deponent.  
2 Deposition transcripts containing Protected Material may be shown to the  
3 deponent for the purpose of correction, but the deponent may not retain a  
4 copy of the transcript unless (s)he agrees to be bound by this Protective  
5 Order by signing a copy of the Acknowledgement Form.

6 (b) Transcript pages containing or constituting  
7 CONFIDENTIAL INFORMATION shall be separately bound by the court  
8 reporter and marked "CONFIDENTIAL" on each page. If a Receiving Party  
9 wishes to show non-CONFIDENTIAL portions of a document or transcript  
10 containing CONFIDENTIAL INFORMATION to a person or party not  
11 described below in Paragraph 12, it shall first redact all pages designated  
12 CONFIDENTIAL.

13 8. The parties shall provisionally treat all documents and written  
14 discovery responses as Confidential until five (5) calendar days after receipt of such  
15 documents or discovery responses, unless otherwise agreed by the parties in  
16 writing. The parties shall provisionally treat all deposition testimony as  
17 Confidential until seven (7) calendar days after the receipt of each volume of  
18 deposition transcript, unless otherwise agreed by the parties in writing. If no party  
19 or non-party has designated documents, written discovery responses, deposition  
20 testimony or other information as confidential within these time periods, the  
21 documents and information shall thereafter be treated as if they are not Confidential  
22 Material, unless and until a party later designates such documents, written  
23 discovery responses or deposition as Confidential Material.

24 9. Failure to designate material as Confidential using the procedures  
25 described above shall not operate to waive a party's or non-party's ability to later so  
26 designate such material. Information inadvertently disclosed without being  
27 designated as confidential may thereafter be designated confidential by promptly  
28 notifying the party/ies receiving the information in writing that such information is

1 confidential, and, where appropriate, sending copies of the designated pages  
2 containing confidential information with the appropriate “Confidential” or “Highly  
3 Confidential – Attorneys’ Eyes Only” legend placed on the face of each page that  
4 contains confidential information.

5 10. Neither the original nor any copy of any document, response,  
6 testimony or information which contains or constitutes Confidential Material nor  
7 any excerpt, quotation, paraphrase or other description thereof which conveys the  
8 confidential contents thereof shall be disclosed to any person, or used for any  
9 purpose, except in accordance with the terms of this Order.

10 11. Access to and disclosure of sensitive personal information and  
11 documents that have been designated as “Confidential,” including but not limited to  
12 employee personnel files and employee payroll information, shall be limited to the  
13 to those persons identified in Paragraphs 12(a), (b), (d), and (f) and the employee to  
14 whom the personal documents and information relates.

15 12. Subject to Paragraph 11, access to and disclosure of other documents  
16 or information designated by any party or non-party as “Confidential” shall be  
17 limited, except as otherwise provided herein, or agreed by the parties in writing, or  
18 as otherwise ordered by the Court, to:

19 (a) The attorneys of record in this Litigation or any action  
20 that has been related to this Litigation and in-house counsel, if any, for said  
21 parties, their clerical, paralegal and other employees, and Defendants’  
22 managers, officers, executives, and directors, who reasonably need access to  
23 the Confidential Material in connection with and to assist with the  
24 prosecution or defense of this action, and personnel from any third-party  
25 vendors retained to assist the attorneys with document collection, translation,  
26 photocopying, scanning, or other services related to the prosecution or  
27 defense of this Litigation;

1 (b) This Court, any court to which a party petitions for  
2 discovery of a non-party, and court personnel, including but not limited to  
3 court reporters, translators and persons operating video recording equipment;

4 (c) The parties to this action and those employees of the  
5 parties who reasonably need access to the Confidential Material in  
6 connection with and to assist with the prosecution or defense of this action;

7 (d) Any person who authored or received the Confidential  
8 Material prior to the commencement of the Litigation;

9 (e) Any witness not encompassed by the terms of paragraphs  
10 12(c) or 12(d), above, whose deposition is taken in this action or who is  
11 being prepared by counsel to give testimony at deposition, provided that any  
12 such witness abide by the terms of paragraph 14 below; and

13 (f) Outside experts and consultants for any party, whose  
14 advice or consultation is being or will be used by such party in connection  
15 with this Litigation, and their employees who reasonably need access to the  
16 Confidential Material in connection with and to assist with the prosecution or  
17 defense of this Litigation, provided that any such outside expert, consultant,  
18 or their employees witness abide by the terms of paragraph 14 below.

19 13. Access to and disclosure of documents or information designated by  
20 any party or non-party as “Highly Confidential – Attorneys’ Eyes Only” shall be  
21 limited, except as otherwise provided herein, or agreed by the parties in writing, or  
22 as otherwise ordered by the Court, to those persons identified in Paragraphs 12(a),  
23 (b), (d), (e), and/or (f).

24 14. The attorneys for a party may disclose Confidential Material to any  
25 person described in Paragraph 12(e), above, provided, however, that the witness  
26 first must be shown this Order and agree to abide by its terms by signing the Non-  
27 Disclosure Agreement attached hereto as Exhibit 1. Any such deponent or witness  
28



1 may be shown Confidential Material but shall not retain the original, any copy or  
2 any notes of any such Confidential Material.

3 15. The attorneys for a party may disclose Confidential Material to any  
4 person described in Paragraph 12(f), above, provided, however, that the expert,  
5 consultant or employee of an expert or consultant first must be shown this Order  
6 and agree to abide by its terms by signing the Non-Disclosure Agreement attached  
7 hereto as Exhibit 1. Any such expert, consultant or employee of an expert or  
8 consultant shall not retain the original, any copy or any notes of any such  
9 Confidential Material for longer than three (3) months after the final termination of  
10 the Litigation.

11 16. If a party or any of its representatives, including counsel, inadvertently  
12 discloses any Confidential Material to a person not authorized by this Order to use  
13 or possess such Confidential Material, the disclosing party shall provide immediate  
14 written notice of the disclosure to the party or non-party whose Confidential  
15 Material was inadvertently disclosed. The disclosing party shall also promptly take  
16 reasonable measures to obtain the return of such inadvertently disclosed  
17 information. If a party has actual knowledge that Confidential Material is being  
18 used or possessed by a person not authorized to use or possess that material,  
19 regardless of how the material was disclosed or obtained by such person, the party  
20 shall provide immediate written notice of the unauthorized use or possession to the  
21 party or non-party whose Confidential Material is being used or possessed.

22 17. Any party, through counsel, may make a good faith written objection  
23 to the designation of any document, response, testimony or information as  
24 “Confidential” or “Highly Confidential – Attorneys’ Eyes Only.” The good faith  
25 written objection must notify counsel for the designating party of the objected-to  
26 materials and the grounds for the objection. The parties shall meet and confer in  
27 good faith to attempt to resolve the dispute without the intervention of the Court. If  
28 it is not possible to resolve the dispute, the party making the confidentiality

1 designation shall make a motion before the Court pursuant to Local Rule 37  
2 seeking to preserve the confidentiality designation or use the telephonic process  
3 described on the Court's website. Applicable California law shall govern the  
4 burden and standard of proof on any such motion. The failure to object to the  
5 confidential designation shall not be construed as a concession that the information  
6 is confidential.

7 18. Any party or non-party may remove or downgrade its own  
8 confidentiality designation of documents or information by providing written notice  
9 to the other party or to the parties of the de-designation or downgrade, or by  
10 providing new copies of the documents or materials with any confidentiality legend  
11 removed or replaced with the appropriate legend.

12 19. In the event that any brief, memorandum or other paper to be  
13 submitted to the Court by or on behalf of a party or non-party contains Confidential  
14 Material of any other party or non-party that designated that material as  
15 confidential, the party or non-party submitting the Confidential Material to the  
16 Court shall file the Confidential Material provisionally under seal accompanied by  
17 an application to file under seal pursuant to Local Rule 79-5. Good cause must be  
18 shown in the application to file under seal for non-dispositive matters. If a party  
19 needing to submit Confidential Material designated by the other party or a non-  
20 party in connection with a brief, memorandum or other paper to be submitted to the  
21 Court believes that the confidentiality designation is incorrect, such that the  
22 Confidential Material need not be filed provisionally under seal, that party shall  
23 meet and confer with the designating party or non-party pursuant to paragraph 17 of  
24 this Order reasonably in advance of the date the Confidential Material is to be  
25 submitted to the Court. If a non-party designated the material to be submitted to  
26 the Court as confidential, the party submitting the Confidential Material to the  
27 Court shall meet and confer with that designating non-party reasonably in advance  
28 of the date the Confidential Material is to be submitted to the Court and/or provide

1 contemporaneous notice to the non-party that its Confidential Information has been  
2 submitted to the Court with and application to file under seal per Local Rule 79-  
3 5.2.2(b).

4 20. This Order shall not and does not constitute an admission or  
5 concession or permit an inference that any document, response, testimony or  
6 information constituting Confidential Material is, in fact, confidential for purposes  
7 other than the proper safeguarding of materials produced in discovery in this  
8 Litigation. Conversely, any disclosure of Confidential Material under this Order  
9 shall not be construed as a waiver of the confidentiality of the information.

### 10 **TERMINATION OF LITIGATION**

11 21. After termination of this Litigation, each party shall continue to  
12 maintain and limit access and disclosure to all material in the manner provided in  
13 this Order. No later than three (3) months after the final termination of the  
14 Litigation, including the exhaustion of any appeals and cross-appeals and requests  
15 for discretionary review, each person or party subject to the terms of this Protective  
16 Order upon request (1) shall either (a) return all materials produced to it in  
17 discovery to the party or non-party that produced the document, written response or  
18 information; or (b) destroy all materials produced to it in discovery to the party or  
19 non-party that produced the document, written response or information, and (2)  
20 shall promptly certify in writing to the other party and any non-parties that such  
21 documents have been destroyed or returned. Nothing herein shall obligate any  
22 person or party to destroy (i) attorney work product, including, without limitation,  
23 attorney notes or memos, collections of documents used for litigation purposes, and  
24 deposition summaries; (ii) any transcript of any deposition, hearing, or trial  
25 proceeding and exhibits attached to such a transcript; and/or (iii) any pleading or  
26 paper served on another party or filed with the Court in the Litigation, and any  
27 exhibits attached to such a pleading or paper.





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**FILER'S ATTESTATION**

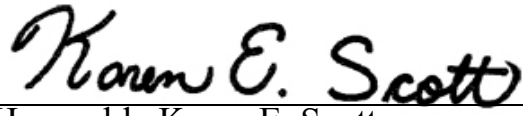
I, Daryl Landy, am the ECF user whose identification and password are being used to file this Stipulation and [Proposed] Protective Order. In compliance with Local Rule 5-4.3.4(2), I hereby attest that Stephen Bernard of Bernard & Bernard has concurred in this filing.

Dated: June 12, 2018                      MORGAN, LEWIS & BOCKIUS LLP

By     /s/ Daryl S. Landy      
Daryl S. Landy

**IT IS SO ORDERED.**

Dated: June 14, 2018

  
\_\_\_\_\_  
Honorable Karen E. Scott  
United States Magistrate Judge

**EXHIBIT "1" TO PROTECTIVE ORDER**  
**NON-DISCLOSURE AGREEMENT**

I certify that I have carefully read the Protective Order in the case of *Van Huisen v. J.P. Morgan Chase National Corporate Services, Inc. dba J.P. Morgan Chase Bank, et al.*, Central District of California Case No. 17-cv-02031, and that I fully understand the terms of the Order. I understand that Confidential Material is being provided to me pursuant to the terms and restrictions of the Protective Order. I recognize that I am bound by the terms of this Protective Order and I agree to comply with those terms. I certify that I will not reveal Confidential Material to anyone except as allowed by the Protective Order and will maintain all such Confidential Material, including copies, notes or other transcripts made therefrom, in a secure manner to prevent unauthorized access to it.

I hereby consent to the personal jurisdiction of the United States District Court, Central District of California for any proceedings involving the enforcement of that Order.

Executed this day \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_,  
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Affiliation or Company

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Home Address