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**Note changes made by the Court.**

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MR. COOPER

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

DANIEL MELCHER, LINDA  
MELCHER,

Plaintiffs,

v.

NATIONSTAR MORTGAGE LLC,  
D/B/A MR. COOPER; EQUIFAX  
INC.; EXPERIAN INFORMATION  
SOLUTIONS, INC.; TRANS UNION  
LLS, and DOES 1-10 inclusive,  
Defendants.

Case No. 8:20-cv-00051-JVS-KES

**STIPULATION AND PROTECTIVE  
ORDER REGARDING  
CONFIDENTIAL INFORMATION;  
AND PROPOSED ORDER**

THE PARTIES—Plaintiffs, DANIEL MELCHER and LINDA MELCHER (“Plaintiffs”), and Defendant, NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER (“Defendant”)—by and through their respective counsel, hereby stipulate for the purpose of jointly requesting the honorable Court enter a protective order re confidential documents in this matter (and pursuant to Fed. R. Civ. P. 5.2, 7, and 26, as well as U.S. Dist. Ct., C.D. Cal. L.R. 79) as follows:

1     **1.     PURPOSES AND LIMITATIONS**

2             Disclosure and discovery activity in this action are likely to involve production  
3 of confidential, proprietary, or private information for which special protection from  
4 public disclosure and from use for any purpose other than prosecuting this litigation  
5 would be warranted. Accordingly, the parties hereby stipulate to and petition the  
6 court to enter the following Stipulation and Order. The parties acknowledge that this  
7 Stipulation and Order does not confer blanket protections on all disclosures or  
8 responses to discovery and that the protection it affords extends only to the limited  
9 information or items that are entitled, under the applicable legal principles, to  
10 treatment as confidential. The parties further acknowledge, as set forth below, that  
11 this Stipulation and Order creates no entitlement to file confidential information  
12 under seal; Central District Local Rule 79-5.2.2 sets forth the procedures that must  
13 be followed and reflects the standards that will be applied when a Party seeks  
14 permission from the court to file material under seal.

15             Nothing in this Stipulation and Order shall be construed so as to require or  
16 mandate that any Party disclose or produce privileged information or records that  
17 could be designated as Confidential Documents/Protected Material hereunder.

18     **2.     DEFINITIONS**

19             2.1.   Party: any Party to this action, including all of its officers, directors,  
20 employees, consultants, retained experts, house counsel, and outside counsel (and  
21 their support staff).

22             2.2.   Disclosure or Discovery Material: all items or information, regardless  
23 of the medium or manner generated, stored or maintained (including, among other  
24 things, testimony, transcripts, or tangible things) that are produced or generated in  
25 disclosures or responses to discovery by any Party in this matter.

26             2.3.   “Confidential” Information or Items: information (regardless of the  
27 medium or how generated, stored, or maintained) or tangible things that qualify for  
28

1 protection under standards developed under Federal Rule of Civil Procedure 26(c)  
2 and/or applicable federal privileges.

3 2.4. Receiving Party: a Party that receives Disclosure or Discovery Material  
4 from a Producing Party, including a Party that has noticed or subpoenaed and is  
5 taking a deposition or comparable testimony.

6 2.5. Producing Party: a Party or Non-Party that produces Disclosure or  
7 Discovery Material in this action, including a Party that is defending a deposition  
8 noticed or subpoenaed by another Party; additionally, for the limited purpose of  
9 designating testimony subject to this Stipulation and Order pursuant to section 5.2(b)  
10 (*infra*), a “Producing Party” shall also be construed to include a Party that is attending  
11 and/or participating in a Non-Party deposition noticed/subpoenaed by another Party.

12 2.6. Designating Party: a Party or Non-Party that designates information or  
13 items that it produces in disclosures or in responses to discovery as  
14 “CONFIDENTIAL.”

15 2.7. Protected Material: any Disclosure or Discovery Material that is  
16 designated as “CONFIDENTIAL” under the provisions of this Stipulation and  
17 Protective Order. (The term “Confidential Document” shall be synonymous with the  
18 term “Protected Material” for the purposes of this Stipulation and Protective Order.)

19 2.8. Outside Counsel: attorneys who are not employees of a Party but who  
20 are retained to represent or advise a Party in this action (as well as their support  
21 staffs).

22 2.9. House Counsel: attorneys who are employees of a Party (as well as their  
23 support staffs).

24 2.10. Counsel (without qualifier): Outside Counsel and House Counsel (as  
25 well as their support staffs).

26 2.11. Expert: a person with specialized knowledge or experience in a matter  
27 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
28 an expert witness or as a consultant in this action and who is not a past or a current

1 employee of a Party and who, at the time of retention, is not anticipated to become  
2 an employee of a Party or a competitor of a Party's; as well as any person retained,  
3 designated, or disclosed by a Party as an expert pursuant to Federal Rule of Civil  
4 Procedure 26(a)(2).

5 2.12. Professional Vendors: persons or entities that provide litigation support  
6 services (e.g., photocopying; videotaping; translating; preparing exhibits or  
7 demonstrations; organizing, storing, retrieving data in any form or medium; etc.) and  
8 their employees and subcontractors.

### 9 **3. SCOPE**

10 The protections conferred by this Stipulation and Order cover not only  
11 Protected Material/Confidential Documents (as defined above), but also (1) any  
12 information copied or extracted from Protected Material; (2) all copies, excerpts,  
13 summaries, or compilations of Protected Material; and (3) any testimony,  
14 conversations, or presentations by Parties or their Counsel that might reveal Protected  
15 Material. However, the protections conferred by this Stipulation and Order do not  
16 cover the following information: (a) any information that is in the public domain at  
17 the time of disclosure to a Receiving Party or becomes part of the public domain after  
18 its disclosure to a Receiving Party as a result of publication not involving a violation  
19 of this Order, including becoming part of the public record through trial or otherwise;  
20 and (b) any information known to the Receiving Party prior to the disclosure or  
21 obtained by the Receiving Party after the disclosure from a source who obtained the  
22 information lawfully and under no obligation of confidentiality to the Designating  
23 Party. Any use of Protected Material at trial shall not be governed by this Order, and  
24 may be governed by a separate agreement or order.

### 25 **4. DURATION**

26 Even after final disposition of this litigation, the confidentiality obligations  
27 imposed by this Order shall remain in effect until a Designating Party agrees  
28 otherwise in writing or a court order otherwise directs. Final disposition shall be

1 deemed to be the later of (1) dismissal of all claims and defenses in this action, with  
2 or without prejudice; and (2) final judgment herein after the completion and  
3 exhaustion of all appeals, re-hearings, remands, trials, or reviews of this action,  
4 including the time limits for filing any motions or applications for extension of time  
5 pursuant to applicable law.

6 **5. DESIGNATING PROTECTED MATERIAL/CONFIDENTIAL**  
7 **DOCUMENTS**

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. A Designating Party must take care to  
12 designate for protection only those parts of material, documents, items, or oral or  
13 written communications that qualify – so that other portions of the material,  
14 documents, items or communications for which protection is not warranted are not  
15 swept unjustifiably within the ambit of this Order.

16 5.2. Manner and Timing of Designations. Except as otherwise provided in  
17 this Order, or as otherwise stipulated or ordered, material that qualifies for protection  
18 under this Order must be clearly so designated in said responses or on the record at  
19 the deposition and requesting the preparation of a separate transcript of such material.

20 In addition, a Party or Non-Party may designate in writing, within thirty (30)  
21 days after receipt of said responses or of the deposition transcript for which the  
22 designation is proposed, that specific pages of the transcript and/or specific responses  
23 be treated as “CONFIDENTIAL.” Any other Party may object to such proposal, in  
24 writing or on the record.

25 After any designation made according to the procedure set forth in this  
26 paragraph, the designated documents or information shall be treated according to the  
27 designation until the matter is resolved according to the procedures described in  
28 section 6, *infra*, and counsel for all parties shall be responsible for marking all

1 previously unmarked copies of the designated material in their possession or control  
2 with the specified designation.

3 A Party that makes original documents or materials available for inspection  
4 need not designate them as Confidential Information until after the inspecting Party  
5 has indicated which materials it would like copied and produced. During the  
6 inspection and before the designation and copying, all of the material made available  
7 for inspection shall be considered Confidential Information.

8 5.3. Inadvertent Failures to Designate. If timely corrected (preferably,  
9 though not necessarily, within 30 days of production or disclosure of such material),  
10 an inadvertent failure to designate qualified information or items as  
11 “CONFIDENTIAL” does not, standing alone, waive the Designating Party’s right to  
12 secure protection under this Order for such material. If material is appropriately  
13 designated as “CONFIDENTIAL” after the material was initially produced, the  
14 Receiving Party, on timely notification of the designation, must make reasonable  
15 efforts to assure that the material is treated in accordance with this Order.

16 5.4. Alteration of Confidentiality Stamp. A Receiving Party shall not alter,  
17 edit, or modify any Protected Material so as to conceal, obscure, or remove a  
18 “CONFIDENTIAL” stamp or legend thereon; nor shall a Receiving Party take any  
19 other action so as to make it appear that Protected Material is not subject to the terms  
20 and provisions of this Stipulation and Order.

21 However, nothing in this section shall be construed so as to prevent a  
22 Receiving Party from challenging a confidentiality designation subject to the  
23 provisions of section 6, *infra*.

## 24 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

25 6.1. Timing of Challenges. Any Party or Non-Party may challenge a  
26 designation of confidentiality at any time ~~prior to the first day of trial of the matter~~  
27 **allowed by the scheduling order**. Unless a prompt challenge to a Designating  
28 Party’s confidentiality designation is necessary to avoid foreseeable substantial

1 unfairness, unnecessary economic burdens, or a later significant disruption or delay  
2 of the litigation, a Party does not waive its right to challenge a confidentiality  
3 designation by electing not to mount a challenge promptly after the original  
4 designation is disclosed.

5 6.2. Meet and Confer. The Challenging Party shall initiate the dispute  
6 resolution process by providing written notice of each designation it is challenging  
7 and describing the basis for each challenge. To avoid ambiguity as to whether a  
8 challenge has been made, the written notice must recite that the challenge to  
9 confidentiality is being made in accordance with this specific paragraph of the  
10 Protective Order. The parties shall attempt to resolve each challenge in good faith  
11 and must begin the process by conferring directly (in voice to voice dialogue; other  
12 forms of communication are not sufficient) within 14 days of the date of service of  
13 notice. In conferring, the Challenging Party must explain the basis for its belief that  
14 the confidentiality designation was not proper and must give the Designating Party  
15 an opportunity to review the designated material, to reconsider the circumstances,  
16 and, if no change in designation is offered, to explain the basis for the chosen  
17 designation. A Challenging Party may proceed to the next stage of the challenge  
18 process only if it has engaged in this meet and confer process first or establishes that  
19 the Designating Party is unwilling to participate in the meet and confer process in a  
20 timely manner.

21 6.3. Judicial Intervention. If the Parties cannot resolve a challenge without  
22 court intervention, the Challenging Party shall file and serve a motion to remove  
23 confidentiality no less than seven (7)—and no more than twenty-one (21)—days after  
24 the parties agreeing that the meet and confer process will not resolve their dispute,~~or~~  
25 ~~by the first day of trial of this matter, whichever date is earlier~~, unless the parties  
26 agree in writing to a longer time. Each such motion must be accompanied by a  
27 competent declaration affirming that the movant has complied with the meet and  
28 confer requirements imposed in the preceding paragraph. In addition, the Challenging

1 Party may file a motion challenging a confidentiality designation at any time **allowed**  
2 **by the scheduling order** if there is good cause for doing so, including a challenge to  
3 the designation of a deposition transcript or any portions thereof. Any motion brought  
4 pursuant to this provision must be accompanied by a competent declaration affirming  
5 that the movant has complied with the meet and confer requirements imposed by the  
6 preceding paragraph.

7 The burden of persuasion in any such challenge proceeding shall be on the  
8 Designating Party, regardless of whether the Designating Party is the moving Party  
9 or whether such Party sought or opposes judicial intervention. Frivolous challenges,  
10 and those made for an improper purpose (e.g., to harass or impose unnecessary  
11 expenses and burdens on other parties) may expose the Challenging Party to  
12 sanctions. Unless the Designating Party has waived the confidentiality designation  
13 by failing to oppose a motion to remove confidentiality as described above, all parties  
14 shall continue to afford the material in question the level of protection to which it is  
15 entitled under the Producing Party's designation until the court rules on the challenge.

16 6.4. Withdrawal of "CONFIDENTIAL" Designation. At its discretion, a  
17 Designating Party may remove Protected Material/Confidential Documents from  
18 some or all of the protections and provisions of this Stipulation and Order at any time  
19 by any of the following methods:

20 a. Express Written Withdrawal. A Designating Party may withdraw  
21 a "CONFIDENTIAL" designation made to any specified Protected  
22 Material/Confidential Documents from some or all of the protections of this  
23 Stipulation and Order by an express withdrawal in a writing signed by such  
24 Party (or such Party's Counsel, but not including staff of such Counsel) that  
25 specifies and itemizes the Disclosure or Discovery Material previously  
26 designated as Protected Material/Confidential Documents that shall no longer  
27 be subject to all or some of the provisions of this Stipulation and Order. Such  
28 express withdrawal shall be effective when transmitted or served upon the

1 Receiving Party. If a Designating Party is withdrawing Protected Material  
2 from only some of the provisions/protections of this Stipulation and Order,  
3 such Party must state which specific provisions are no longer to be enforced  
4 as to the specified material for which confidentiality protection hereunder is  
5 withdrawn: otherwise, such withdrawal shall be construed as a withdrawal of  
6 such material from all of the protections/provisions of this Stipulation and  
7 Order;

8 b. Express Withdrawal on the Record. A Designating Party may  
9 withdraw a “CONFIDENTIAL” designation made to any specified Protected  
10 Material/Confidential Documents from all of the provisions/protections of this  
11 Stipulation and Order by verbally consenting in court proceedings on the  
12 record to such withdrawal – provided that such withdrawal specifies the  
13 Disclosure or Discovery Material previously designated as Protected  
14 Material/Confidential Documents that shall no longer be subject to any of the  
15 provisions of this Stipulation and Order. A Designating Party is not permitted  
16 to withdraw Protected Material from only some of the protections/provisions  
17 of this Stipulation and Order by this method;

18 c. Implicit Withdrawal by Publication or Failure to Oppose  
19 Challenge. A Designating Party shall be construed to have withdrawn a  
20 “CONFIDENTIAL” designation made to any specified Protected  
21 Material/Confidential Documents from all of the provisions/protections of this  
22 Stipulation and Order by either (1) making such Protected  
23 Material/Confidential Records part of the public record – including but not  
24 limited to attaching such as exhibits to any filing with the court without  
25 moving, prior to such filing, for the court to seal such records; or (2) failing to  
26 timely oppose a Challenging Party’s motion to remove a “CONFIDENTIAL”  
27 designation to specified Protected Material/Confidential Documents. Nothing  
28 in this Stipulation and Order shall be construed so as to require any Party to

1 file Protected Material/Confidential Documents under seal, unless expressly  
2 specified herein.

3 **7. ACCESS TO, AND USE OF, PROTECTED MATERIAL**

4 7.1. Basic Principles. A Receiving Party may use Protected Material that is  
5 disclosed or produced by another Party or by a Non-Party in connection with this  
6 case only for preparing, prosecuting, defending, or attempting to settle this litigation  
7 – up to and including final disposition of the above-entitled action – and not for any  
8 other purpose, including any other litigation or dispute outside the scope of this  
9 action. Such Protected Material may be disclosed only to the categories of persons  
10 and under the conditions described in this Stipulation and Order. When the above  
11 entitled litigation has been terminated, a Receiving Party must comply with the  
12 provisions of section 12, below (FINAL DISPOSITION).

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

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

- 20 a. Counsel for the respective parties to this litigation, including in-  
21 house counsel and co-counsel retained for this litigation;
- 22 b. Employees of such counsel;
- 23 c. Individual parties or officers or employees of a Party, to the extent  
24 deemed necessary by counsel for the prosecution or defense of this litigation;
- 25 d. Consultants or expert witnesses retained for the prosecution or  
26 defense of this litigation, provided that each such person shall execute a copy  
27 of the Certification annexed to this Order (which shall be retained by counsel  
28 to the Party so disclosing the Confidential Information and made available for

1 inspection by opposing counsel during the pendency or after the termination  
2 of the action only upon good cause shown and upon order of the Court) before  
3 being shown or given any Confidential Information, and provided that if the  
4 Party chooses a consultant or expert employed by the defendant or one of its  
5 competitors, the Party shall notify the opposing Party, or designating Non-  
6 Party, before disclosing any Confidential Information to that individual and  
7 shall give the opposing Party an opportunity to move for a protective order  
8 preventing or limiting such disclosure;

9 e. Any authors or recipients of the Confidential Information;

10 f. The Court, court personnel, and court reporters; and

11 g. Witnesses (other than persons described in Paragraph 4(e)). A  
12 witness shall sign the Certification before being shown a confidential  
13 document. Confidential Information may be disclosed to a witness who will  
14 not sign the Certification only in a deposition at which the Party who  
15 designated the Confidential Information is represented or has been given  
16 notice that Confidential Information produced by the Party may be used. At  
17 the request of any Party, the portion of the deposition transcript involving the  
18 Confidential Information shall be designated “Confidential” pursuant to  
19 section 5, *supra*. Witnesses shown Confidential Information shall not be  
20 allowed to retain copies.

21 7.3. Notice of Confidentiality. Prior to producing or disclosing Protected  
22 Material/Confidential Documents to persons to whom this Stipulation and Order  
23 permits disclosure or production (see section 7.2, *supra* **but not 7.2(f)**), a Receiving  
24 Party shall provide a copy of this Stipulation and Order to such persons so as to put  
25 such persons on notice as to the restrictions imposed upon them herein: except that,  
26 for court reporters, Professional Vendors, and for witnesses being provided with  
27 Protected Material during a deposition, it shall be sufficient notice for Counsel for  
28 the Receiving Party to give the witness a verbal admonition (on the record, for

1 witnesses) regarding the provisions of this Stipulation and Order and such provisions'  
2 applicability to specified Protected Material at issue.

3 7.4. Reservation of Rights. Nothing in this Stipulation and Order shall be  
4 construed so as to require any Producing Party to designate any records or materials  
5 as "CONFIDENTIAL." Nothing in this Stipulation and Order shall be construed so  
6 as to prevent the admission of Protected Material into evidence at the trial of this  
7 action, or in any appellate proceedings for this action, solely on the basis that such  
8 Disclosure or Discovery Material has been designated as Protected  
9 Material/Confidential Documents. Notwithstanding the foregoing, nothing in this  
10 Stipulation and Order shall be construed as a waiver of any privileges or of any rights  
11 to object to the use or admission into evidence of any Protected Material in any  
12 proceeding; nor shall anything herein be construed as a concession that any privileges  
13 asserted or objections made are valid or applicable. Nothing in this Stipulation and  
14 Order shall be construed so as to prevent the Producing Party (or its Counsel or  
15 custodian of records) from having access to and using Protected Material designated  
16 by that Party in the manner in which such persons or entities would typically use such  
17 materials in the normal course of their duties or profession – except that the waiver  
18 of confidentiality provisions shall apply (see section 6.4(c), *supra*).

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

21 If a Party is served with a subpoena or a court order issued in other litigation  
22 that compels disclosure of any information or items designated in this action as  
23 "CONFIDENTIAL," that Party must:

24 a. promptly notify in writing the Designating Party, preferably  
25 (though not necessarily) by facsimile or electronic mail. Such notification shall  
26 include a copy of the subpoena or court order;

27 b. promptly notify in writing the Party who caused the subpoena or  
28 order to issue in the other litigation that some or all of the material covered by

1 the subpoena or order is subject to this Protective Order. Such notification shall  
2 include a copy of this Stipulated Protective Order; and

3 c. cooperate with respect to all reasonable procedures sought to be  
4 pursued by all sides in any such situation, while adhering to the terms of this  
5 order.

6 If the Designating Party timely seeks a protective order, the Party served with  
7 the subpoena or court order shall not produce any information designated in this  
8 action as “CONFIDENTIAL” before a determination by the court from which the  
9 subpoena or order issued, unless the Party has obtained the Designating Party’s  
10 permission. The Designating Party shall bear the burden and expense of seeking  
11 protection in that court of its confidential material – and nothing in these provisions  
12 should be construed as authorizing or encouraging a Receiving Party in this action to  
13 disobey a lawful directive from another court.

14 The purpose of this section is to ensure that the affected Party has a meaningful  
15 opportunity to preserve its confidentiality interests in the court from which the  
16 subpoena or court order issued.

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

19 9.1. The terms of this Stipulation and Order are applicable to information  
20 produced by a Non-Party in this action and designated as “CONFIDENTIAL.” Such  
21 information produced by Non-Parties in connection with this litigation is protected  
22 by the remedies and relief provided by this Stipulation and Order. Nothing in these  
23 provisions should be construed as prohibiting a Non-Party from seeking additional  
24 protections.

25 9.2. A Party may designate as “CONFIDENTIAL” documents or discovery  
26 materials produced by a Non-Party by providing written notice to all parties of the  
27 relevant document numbers or other identification within thirty (30) days after  
28 receiving such documents or discovery materials.

1           9.3. In the event that a Party is required, by a valid discovery request, to  
2 produce a Non-Party's confidential information in its possession, and the Party is  
3 subject to an agreement with the Non-Party not to produce the Non-Party's  
4 confidential information, then the Party shall:

5           a. promptly notify in writing the Requesting Party and the Non-  
6 Party that some or all of the information requested is subject to a  
7 confidentiality agreement with a Non-Party;

8           b. promptly provide the Non-Party with a copy of the Stipulation  
9 and Order in this litigation, the relevant discovery request(s), and a reasonably  
10 specific description of the information requested; and

11           c. make the information requested available for inspection by the  
12 Non-Party.

13           9.4. If the Non-Party fails to object or seek a protective order from this court  
14 within 14 days of receiving the notice and accompanying information, the Receiving  
15 Party may produce the Non-Party's confidential information responsive to the  
16 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
17 Party shall not produce any information in its possession or control that is subject to  
18 the confidentiality agreement with the Non-Party before a determination by the  
19 court.<sup>1</sup> Absent a court order to the contrary, the Non-Party shall bear the burden and  
20 expense of seeking protection in this court of its Protected Material.

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

22           10.1. Unauthorized Disclosure of Protected Material. If a Receiving Party  
23 learns that, by inadvertence or otherwise, it has disclosed Protected Material to any  
24 person or in any circumstance not authorized under this Stipulation and Order, the  
25 Receiving Party must immediately (a) notify in writing the Designating Party of the  
26

27           <sup>1</sup> The purpose of this provision is to alert the interested parties to the existence of  
28 confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to  
protect its confidentiality interests in this court.

1 unauthorized disclosures, (b) use its best efforts to retrieve all copies of the Protected  
2 Material, (c) inform the person or persons to whom unauthorized disclosures were  
3 made of all the terms of this Order, and (d) request such person or persons consent to  
4 be bound by the Stipulation and Order.

5 10.2. Inadvertent Production of Privileged or Otherwise Protected Material.

6 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
7 produced material is subject to a claim of privilege or other protection, the obligations  
8 of the Receiving Parties are those set forth in Federal Rule of Civil Procedure  
9 26(b)(5)(B). This provision is not intended to modify whatever procedure may be  
10 established in an e-discovery order that provides for production without prior  
11 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
12 parties reach an agreement on the effect of disclosure of a communication or  
13 information covered by the attorney-client privilege or work product protection, the  
14 parties may incorporate their agreement in the stipulated protective order submitted  
15 to the court.

16 **11. PUBLICATION OF PROTECTED MATERIAL**

17 11.1. Filing of Protected Material Under Seal

18 A Party that files with the Court, or seeks to use at trial, materials designated  
19 as “CONFIDENTIAL,” and who seeks to have the record containing such  
20 information sealed, shall submit to the Court a motion or an application to seal,  
21 pursuant to Federal Rule of Civil Procedure 26 and Central District Local Rule  
22 79-5.2.2, to the extent applicable.

23 11.2. Filing of Protected Material Not Under Seal

24 A Party that files with the Court, ~~or seeks to use at trial,~~ materials designated  
25 as “CONFIDENTIAL” by anyone other than itself, and who does not seek to have  
26 the record containing such information sealed, shall comply with ~~either of the~~  
27 ~~following requirements:~~ Local Rule 79-5.2.2(b).  
28

1 a. ~~At least ten (10) business days prior to the filing or use of the~~  
2 ~~Confidential Information, the submitting Party shall give notice to all other~~  
3 ~~parties, and to any non Party that designated the materials as Confidential~~  
4 ~~Information pursuant to this Order, of the submitting Party's intention to file~~  
5 ~~or use the Confidential Information, including specific identification of the~~  
6 ~~Confidential Information. Any affected Party or Non Party may then file a~~  
7 ~~motion to seal, pursuant to California Rule of Court 2.551(b); or~~

8 b. ~~At the time of filing or desiring to use the Confidential~~  
9 ~~Information, the submitting Party shall submit the materials pursuant to the~~  
10 ~~lodging under seal provision of California Rule of Court 2.551(d). Any~~  
11 ~~affected Party or Non Party may then file a motion to seal, pursuant to the~~  
12 ~~California Rule of Court 2.551(b), within ten (10) business days after such~~  
13 ~~lodging. Documents lodged pursuant to California Rule of Court 2.551(d) shall~~  
14 ~~bear a legend stating that such materials shall be unsealed upon expiration of~~  
15 ~~ten (10) business days, absent the filing of a motion to seal pursuant to Rule~~  
16 ~~2.551(b) or Court Order.~~

### 17 11.3. Public Dissemination of Protected Material

18 A Receiving Party shall not publish, release, post, or disseminate Protected  
19 Material to any persons except those specifically delineated and authorized by this  
20 Stipulation and Order (see section 8, *supra*); nor shall a Receiving Party publish,  
21 release, leak, post, or disseminate Protected Material/Confidential Documents to any  
22 news media, member of the press, website, or public forum (except as permitted under  
23 sections 11.1 and 11.2, *supra*, regarding filings with the court in this action and under  
24 seal).

## 25 **12. FINAL DISPOSITION**

26 Unless otherwise ordered or agreed in writing by the Producing Party, within  
27 thirty (30) days after the final termination of this action -- defined as the dismissal or  
28 entry of judgment by the above named court, or if an appeal is filed, the disposition

1 of the appeal -- upon written request by the Producing Party, each Receiving Party  
2 must return all Protected Material to the Producing Party – whether retained by the  
3 Receiving Party or its Counsel, Experts, Professional Vendors, or any Non-Party to  
4 whom the Receiving Party produced or shared such records or information **except**  
5 **the Court and Court personnel**. As used in this subdivision, “all Protected  
6 Material” includes all copies, abstracts, compilations, summaries or any other form  
7 of reproducing or capturing any of the Protected Material, regardless of the medium  
8 (hardcopy, electronic, or otherwise) in which such Protected Material is stored or  
9 retained.

10 In the alternative, at the discretion of the Receiving Party, the Receiving Party  
11 may destroy some or all of the Protected Material instead of returning it – unless such  
12 Protected Material is an original, in which case, the Receiving Party must obtain the  
13 Producing Party’s written consent before destroying such original Protected Material.  
14 Whether the Protected Material is returned or destroyed, the Receiving Party must  
15 submit a written certification to the Producing Party (and, if not the same person or  
16 entity, to the Designating Party) within thirty (30) days of the aforementioned written  
17 request by the Designating Party that specifically identifies (by category, where  
18 appropriate) all the Protected Material that was returned or destroyed and that affirms  
19 that the Receiving Party has not retained any copies, abstracts, compilations,  
20 summaries or other forms of reproducing or capturing any of the Protected material  
21 (in any medium, including but not limited to any hardcopy, electronic or digital copy,  
22 or otherwise). Notwithstanding this provision, Counsel are entitled to retain an  
23 archival copy of all pleadings, motion papers, transcripts, legal memoranda filed with  
24 the court in this action, as well as any correspondence or attorney work product  
25 prepared by Counsel for the Receiving Party, even if such materials contain Protected  
26 Material; however, any such archival copies that contain or constitute Protected  
27 Material remain subject to this Protective Order as set forth in Section 4  
28

1 (DURATION), above. ~~This court shall retain jurisdiction in the event that a~~  
2 ~~Designating Party elects to seek court sanctions for violation of this section.~~

3 **13. MISCELLANEOUS**

4 13.1. Right to Further Relief. Nothing in this Stipulation and Order abridges  
5 the right of any person to seek its modification by the Court in the future.

6 13.2. Right to Assert Other Objections. By stipulating to the entry of this  
7 Protective Order no Party waives any right it otherwise would have to object to  
8 disclosing or producing any information or item on any ground not addressed in this  
9 Stipulation and Order. Similarly, no Party waives any right to object on any ground  
10 to use in evidence any of the material covered by this Protective Order.

11 13.3. This Stipulation may be signed in counterpart and a facsimile or  
12 electronic signature shall be as valid as an original signature.

13  
14 **IT IS SO STIPULATED**

15  
16 Dated: September 11, 2020

/s/ Adrian R. Bacon

Adrian R. Bacon

Attorney for Plaintiffs

*Daniel Melcher and Linda Melcher*

17  
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20  
21 Dated: September 11, 2020

TROUTMAN PEPPER  
HAMILTON SANDERS LLP

/s/ Jared D. Bissell<sup>2</sup>

Jared D. Bissell

Attorney for Defendant

*Nationstar Mortgage LLC d/b/a Mr. Cooper*

22  
23  
24  
25  
26  
27 <sup>2</sup> Pursuant to Central District Local Rule 5-4.3.4(2), filing counsel attests that all  
28 other signatories listed, and on whose behalf this filing is submitted, concurred in this  
filing and have approved its contents.

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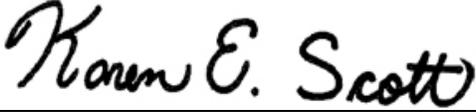
**ORDER**

The Court, having considered the Parties’ Stipulation and Protective Order, and good cause appearing, it is hereby ORDERED that:

1. The Parties’ Stipulation and Protective Order is hereby approved as **modified.**

**IT IS SO ORDERED.**

Dated: September 11, 2020

  
\_\_\_\_\_  
Hon. Karen E. Scott