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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

CAMERA KEM

Plaintiff(s),

v.

CITIZENS BANK, N.A., EXPERIAN  
INFORMATION SOLUTIONS, INC., and  
INNOVIS DATA SOLUTIONS, INC.,

Defendant(s).

Case No. 8:21-cv-02108-SPG-ADS

*[Assigned to Hon. Josephine L. Staton]*

*[Discovery Document: Referred to Magistrate  
Judge Autumn D. Spaeth]*

**STIPULATED PROTECTIVE ORDER**

**I. PURPOSES AND LIMITATIONS**

A. Discovery in this action is likely to involve production of confidential, 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.

Accordingly, 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

1 affords from public disclosure and use extends only to the limited information or items  
2 that are entitled to confidential treatment under the applicable legal principles. The  
3 parties further acknowledge, as set forth in Section XIII(C), below, that this Stipulated  
4 Protective Order does not entitle them to file confidential information under seal; Civil  
5 Local Rule 79-5 sets forth the procedures that must be followed and the standards that  
6 will be applied when a party seeks permission from the Court to file material under seal.

7 **II. GOOD CAUSE STATEMENT**

8 A. This action is likely to involve trade secrets, customer and pricing lists and other  
9 valuable research, development, commercial, financial, technical and/or proprietary  
10 information for which special protection from public disclosure and from use for any  
11 purpose other than prosecution of this action is warranted. This action is also likely to  
12 involve personal identifying information, including dates of birth and Social Security  
13 Numbers, which is widely understood to be confidential. Such confidential and  
14 proprietary materials and information consist of, among other things, confidential  
15 business or financial information, information regarding confidential business practices,  
16 or other confidential research, development, or commercial information (including  
17 information implicating privacy rights of third parties), information otherwise generally  
18 unavailable to the public, or which may be privileged or otherwise protected from  
19 disclosure under state or federal statutes, court rules, case decisions, or common law.  
20 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of  
21 disputes over confidentiality of discovery materials, to adequately protect information  
22 the parties are entitled to keep confidential, to ensure that the parties are permitted  
23 reasonable necessary uses of such material in preparation for and in the conduct of trial,  
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1 to address their handling at the end of the litigation, and serve the ends of justice, a  
2 protective order for such information is justified in this matter. It is the intent of the  
3 parties that information will not be designated as confidential for tactical reasons and  
4 that nothing be so designated without a good faith belief that it has been maintained in a  
5 confidential, non-public manner, and there is good cause why it should not be part of the  
6 public record of this case.

### 7 **III. DEFINITIONS**

8 A. Action: This pending federal law suit.

9 B. Challenging Party: A Party or Non-Party that challenges the designation of  
10 information or items under this Order.

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

15 D. Counsel: Outside Counsel of Record and House Counsel (as well as their  
16 support staff).

17 E. Designating Party: A Party or Non-Party that designates information or items  
18 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

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

1 G. Expert: A person with specialized knowledge or experience in a matter pertinent  
2 to the litigation who has been retained by a Party or its counsel to serve as an expert  
3 witness or as a consultant in this Action.

4 H. House Counsel: Attorneys who are employees of a party to this Action. House  
5 Counsel does not include Outside Counsel of Record or any other outside counsel.

6 I. Non-Party: Any natural person, partnership, corporation, association, or other  
7 legal entity not named as a Party to this action.

8 J. Outside Counsel of Record: Attorneys who are not employees of a party to this  
9 Action but are retained to represent or advise a party to this Action and have appeared in  
10 this Action on behalf of that party or are affiliated with a law firm which has appeared  
11 on behalf of that party, and includes support staff.

12 K. Party: Any party to this Action, including all of its officers, directors,  
13 employees, consultants, retained experts, and Outside Counsel of Record (and their  
14 support staffs).

15 L. Producing Party: A Party or Non-Party that produces Disclosure or Discovery  
16 Material in this Action.

17 M. Professional Vendors: Persons or entities that provide litigation support services  
18 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
19 organizing, storing, or retrieving data in any form or medium) and their employees and  
20 subcontractors.

21 N. Protected Material: Any Disclosure or Discovery Material that is designated as  
22 “CONFIDENTIAL.”  
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1 O. Receiving Party: A Party that receives Disclosure or Discovery Material from a  
2 Producing Party.

3 **IV. SCOPE**

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

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

11 **V. DURATION**

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

19 **VI. DESIGNATING PROTECTED MATERIAL**

20 A. Exercise of Restraint and Care in Designating Material for Protection

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

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

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

14 B. Manner and Timing of Designations

15 1. Except as otherwise provided in this Order (*see, e.g.*, Section B(2)(b)  
16 below), or as otherwise stipulated or ordered, Disclosure or Discovery Material  
17 that qualifies for protection under this Order must be clearly so designated before  
18 the material is disclosed or produced.

19 2. Designation in conformity with this Order requires the following:

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

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

19 c. For testimony given in depositions, that the Designating Party  
20 identify the Disclosure or Discovery Material on the record, before the  
21 close of the deposition.

22 d. For information produced in form other than document and for  
23 any other tangible items, that the Producing Party affix in a prominent  
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1 place on the exterior of the container or containers in which the  
2 information is stored the legend “CONFIDENTIAL.” If only a portion or  
3 portions of the information warrants protection, the Producing Party, to  
4 the extent practicable, shall identify the protected portion(s).

5 C. Inadvertent Failure to Designate

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

11 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

12 A. Timing of Challenges

13 1. Any party or Non-Party may challenge a designation of confidentiality at  
14 any time that is consistent with the Court’s Scheduling Order.

15 B. Meet and Confer

16 1. The Challenging Party shall initiate the dispute resolution process under  
17 Local Rule 37.1 et seq.

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

3 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

4 A. Basic Principles

5 1. A Receiving Party may use Protected Material that is disclosed or  
6 produced by another Party or by a Non-Party in connection with this Action only  
7 for prosecuting, defending, or attempting to settle this Action. Such Protected  
8 Material may be disclosed only to the categories of persons and under the  
9 conditions described in this Order. When the Action has been terminated, a  
10 Receiving Party must comply with the provisions of Section XIV below.

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

14 B. Disclosure of "CONFIDENTIAL" Information or Items

15 1. Unless otherwise ordered by the Court or permitted in writing by the  
16 Designating Party, a Receiving Party may disclose any information or item  
17 designated "CONFIDENTIAL" only to:

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

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

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

4 d. The Court and its personnel;

5 e. Court reporters and their staff;

6 f. Professional jury or trial consultants, mock jurors, and  
7 Professional Vendors to whom disclosure is reasonably necessary or this  
8 Action and who have signed the “Acknowledgment and Agreement to be  
9 Bound” attached as Exhibit A hereto;

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

13 h. During their depositions, witnesses, and attorneys for witnesses,  
14 in the Action to whom disclosure is reasonably necessary provided: (i)  
15 the deposing party requests that the witness sign the “Acknowledgment  
16 and Agreement to Be Bound;” and (ii) they will not be permitted to keep  
17 any confidential information unless they sign the “Acknowledgment and  
18 Agreement to Be Bound,” unless otherwise agreed by the Designating  
19 Party or ordered by the Court. Pages of transcribed deposition testimony  
20 or exhibits to depositions that reveal Protected Material may be  
21 separately bound by the court reporter and may not be disclosed to  
22 anyone except as permitted under this Stipulated Protective Order; and  
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1 i. Any mediator or settlement officer, and their supporting  
2 personnel, mutually agreed upon by any of the parties engaged in  
3 settlement discussions.

4 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
5 **OTHER LITIGATION**

6 A. If a Party is served with a subpoena or a court order issued in other litigation that  
7 compels disclosure of any information or items designated in this Action as  
8 “CONFIDENTIAL,” that Party must:

9 1. Promptly notify in writing the Designating Party. Such notification shall  
10 include a copy of the subpoena or court order;

11 2. Promptly notify in writing the party who caused the subpoena or order to  
12 issue in the other litigation that some or all of the material covered by the  
13 subpoena or order is subject to this Protective Order. Such notification shall  
14 include a copy of this Stipulated Protective Order; and

15 3. Cooperate with respect to all reasonable procedures sought to be pursued  
16 by the Designating Party whose Protected Material may be affected.

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

3 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
4 **PRODUCED IN THIS LITIGATION**

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

10 B. In the event that a Party is required, by a valid discovery request, to produce a  
11 Non-Party’s confidential information in its possession, and the Party is subject to an  
12 agreement with the Non-Party not to produce the Non-Party’s confidential information,  
13 then the Party shall:

14 1. Promptly notify in writing the Requesting Party and the Non-Party that  
15 some or all of the information requested is subject to a confidentiality agreement  
16 with a Non-Party;

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

20 3. Make the information requested available for inspection by the Non-  
21 Party, if requested.

22 C. If the Non-Party fails to seek a protective order from this court within 14 days of  
23 receiving the notice and accompanying information, the Receiving Party may produce  
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1 the Non-Party’s confidential information responsive to the discovery request. If the  
2 Non-Party timely seeks a protective order, the Receiving Party shall not produce any  
3 information in its possession or control that is subject to the confidentiality agreement  
4 with the Non-Party before a determination by the court. Absent a court order to the  
5 contrary, the Non-Party shall bear the burden and expense of seeking protection in this  
6 court of its Protected Material.

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

8 A. 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 (1) notify in writing  
11 the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve  
12 all unauthorized copies of the Protected Material, (3) inform the person or persons to  
13 whom unauthorized disclosures were made of all the terms of this Order, and (4) request  
14 such person or persons to execute the “Acknowledgment and Agreement to be Bound”  
15 that is attached hereto as Exhibit A.

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

18 A. 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, the  
20 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  
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1 parties reach an agreement on the effect of disclosure of a communication or information  
2 covered by the attorney-client privilege or work product protection, the parties may  
3 incorporate their agreement in the Stipulated Protective Order submitted to the Court.

4 **XIII. MISCELLANEOUS**

5 A. Right to Further Relief

6 1. Nothing in this Order abridges the right of any person to seek its  
7 modification by the Court in the future.

8 B. Right to Assert Other Objections

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

14 C. Filing Protected Material

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

21 **XIV. FINAL DISPOSITION**

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

16 B. Any violation of this Order may be punished by any and all appropriate measures  
17 including, without limitation, contempt proceedings and/or monetary sanctions

18 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

19 Dated: July 29, 2022

21 By: /s/ Elizabeth A. Wagner  
Elizabeth A. Wagner

22 Attorneys for Plaintiff  
23 CAMERA KEM  
24

1 Dated: July 29, 2022

2  
3 By: /s/ Michael A. Kushner  
Michael A. Kushner

4 Attorneys for Defendant  
5 EXPERIAN INFORMATION  
SOLUTIONS, INC.

6 Dated: July 29, 2022

7  
8 By: /s/ Robert W. Brunner  
Robert W. Brunner

9 Attorneys for Defendant  
CITIZENS BANK, N.A.

10 Dated: July 29, 2022

11  
12 By: /s/ Jason A. Spak  
Jason A. Spak

13 Attorneys for Defendant  
14 INNOVIS DATA SOLUTIONS,  
INC.

1 **SIGNATURE CERTIFICATION**

2 Pursuant to Local Rule 5-4.3.4(a)(2), I hereby certify that all other signatories  
3 listed, on whose behalf this filing is submitted, concur with the contents of this filing and have  
4 authorized the filing.

5  
6 By: /s/ Michael A. Kushner  
7 Michael A. Kushner

8  
9 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

10 Dated: August 1, 2022

11 /s/ Autumn D. Spaeth  
12 HONORABLE AUTUMN D. SPAETH  
13 United States Magistrate Judge

**EXHIBIT A**  
**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in  
its entirety and understand the Stipulated Protective Order that was issue by the United States  
District Court for the Central District of California on [DATE] in the case of \_\_\_\_\_  
\_\_\_\_\_ [insert formal name of the case and the number and initials assigned to it  
by the Court]. I agree to comply with and to be bound by all the terms of this Stipulated  
Protective Order and I understand and acknowledge that failure to so comply could expose me  
to sanctions and punishment in the nature of contempt. I solemnly promise that I will not  
disclose in any manner any information or item that is subject to this Stipulated Protective  
Order to any person or entity except in strict compliance with the provisions of this Order.

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

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

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

Printed Name: \_\_\_\_\_

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