

1 UNITED STATES DISTRICT COURT
2 CENTRAL DISTRICT OF CALIFORNIA

3 PAUL SAPAN, individually and on
4 behalf of all others similarly situated,

5 Plaintiff,

6 v.

7 CROSSCOUNTRY MORTGAGE,
8 LLC,

9 Defendant.

Case No. 8:24-cv-01064-JWH-DFM

STIPULATED
PROTECTIVE ORDER

10 1. PURPOSES AND LIMITATIONS

11 Disclosure and discovery activity in this action are likely to involve production
12 of confidential, proprietary, or private information for which special protection from
13 public disclosure and from use for any purpose other than prosecuting this litigation
14 may be warranted. Accordingly, the parties hereby stipulate to and petition the court to
15 enter the following Stipulated Protective Order. The parties acknowledge that this Order
16 does not confer blanket protections on all disclosures or responses to discovery and that
17 the protection it affords from public disclosure and use extends only to the limited
18 information or items that are entitled to confidential treatment under the applicable legal
19 principles. The parties further acknowledge, as set forth in Section 12.3, below, that this
20 Stipulated Protective Order does not entitle them to file confidential information under
21 seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the
22 standards that will be applied when a party seeks permission from the court to file
23 material under seal.

24 2. DEFINITIONS

25 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
26 information or items under this Order.

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1 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
2 how it is generated, stored or maintained) or tangible things that qualify for protection
3 under Federal Rule of Civil Procedure 26(c).

4 2.3 Counsel (without qualifier): Outside Counsel of Record and House
5 Counsel (as well as their support staff).

6 2.4 Designating Party: a Party or Non-Party that designates information or
7 items that it produces in disclosures or in responses to discovery as
8 “CONFIDENTIAL.”

9 2.5 Disclosure or Discovery Material: all items or information, regardless of
10 the medium or manner in which it is generated, stored, or maintained (including,
11 among other things, testimony, transcripts, and tangible things), that are produced or
12 generated in disclosures or responses to discovery in this matter.

13 2.6 Expert: a person with specialized knowledge or experience in a matter
14 pertinent to the litigation who has been retained by a Party or its counsel to serve as
15 an expert witness or as a consultant in this action.

16 2.7 House Counsel: attorneys who are employees of a party to this action.
17 House Counsel does not include Outside Counsel of Record or any other outside
18 counsel.

19 2.8 Non-Party: any natural person, partnership, corporation, association, or
20 other legal entity not named as a Party to this action.

21 2.9 Outside Counsel of Record: attorneys who are not employees of a party
22 to this action but are retained to represent or advise a party to this action and have
23 appeared in this action on behalf of that party or are affiliated with a law firm which
24 has appeared on behalf of that party.

25 2.10 Party: any party to this action, including all of its officers, directors,
26 employees, consultants, retained experts, and Outside Counsel of Record (and their
27 support staffs).

1 4. DURATION

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

9 5. DESIGNATING PROTECTED MATERIAL

10 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

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

4 Designation in conformity with this Order requires:

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

11 (b) for testimony given in deposition or in other pretrial or trial
12 proceedings, that the Designating Party identify on the record, before the close of the
13 deposition, hearing, or other proceeding, all protected testimony.

14 (c) for information produced in some form other than documentary and
15 for any other tangible items, that the Producing Party affix in a prominent place on the
16 exterior of the container or containers in which the information or item is stored the
17 legend “CONFIDENTIAL.” If only a portion or portions of the information or item
18 warrant protection, the Producing Party, to the extent practicable, shall identify the
19 protected portion(s).

20 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
21 failure to designate qualified information or items does not, standing alone, waive
22 the Designating Party’s right to secure protection under this Order for such material.
23 Upon timely correction of a designation, the Receiving Party must make reasonable
24 efforts to assure that the material is treated in accordance with the provisions of this
25 Order.

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time. Unless a prompt challenge to a Designating
4 Party’s confidentiality designation is necessary to avoid foreseeable, substantial
5 unfairness, unnecessary economic burdens, or a significant disruption or delay of the
6 litigation, a Party does not waive its right to challenge a confidentiality designation
7 by electing not to mount a challenge promptly after the original designation is
8 disclosed.

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

24 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
25 court intervention, the Designating Party shall file and serve a motion to retain
26 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-
27 5, if applicable) within 21 days of the initial notice of challenge or within 14 days of the
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1 parties agreeing that the meet and confer process will not resolve their dispute,
2 whichever is earlier. Each such motion must be accompanied by a competent
3 declaration affirming that the movant has complied with the meet and confer
4 requirements imposed in the preceding paragraph. Failure by the Designating Party to
5 make such a motion including the required declaration within 21 days (or 14 days, if
6 applicable) shall automatically waive the confidentiality designation for each
7 challenged designation. In addition, the Challenging Party may file a motion
8 challenging a confidentiality designation at any time if there is good cause for doing so,
9 including a challenge to the designation of a deposition transcript or any portions
10 thereof. Any motion brought pursuant to this provision must be accompanied by a
11 competent declaration affirming that the movant has complied with the meet and confer
12 requirements imposed by the preceding paragraph.

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

21 7. ACCESS TO AND USE OF PROTECTED MATERIAL

22 7.1 Basic Principles. A Receiving Party may use Protected Material that is
23 disclosed or produced by another Party or by a Non-Party in connection with this
24 case only for prosecuting, defending, or attempting to settle this litigation. Such
25 Protected Material may be disclosed only to the categories of persons and under the
26 conditions described in this Order. When the litigation has been terminated, a
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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 litigation and who have signed the
13 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

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

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

20 (d) the court and its personnel;

21 (e) court reporters and their staff, professional jury or trial consultants,
22 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for
23 this litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
24 (Exhibit A);

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

4 (g) the author or recipient of a document containing the information or
5 a custodian or other person who otherwise possessed or knew the information.

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

11 (b) promptly notify in writing the party who caused the subpoena or
12 order to 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 include a
14 copy of this Stipulated Protective Order; and

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

17 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
23 authorizing or encouraging a Receiving Party in this action to disobey a lawful directive
24 from another court.

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

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

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

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

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

15 (3) make the information requested available for inspection by
16 the Non-Party.

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

25 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

7 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
8 PROTECTED MATERIAL

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

19 12. MISCELLANEOUS

20 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
21 person to seek its modification by the court in the future.

22 12.2 Right to Assert Other Objections. By stipulating to the entry of this
23 Protective Order no Party waives any right it otherwise would have to object to
24 disclosing or producing any information or item on any ground not addressed in this
25 Stipulated Protective Order. Similarly, no Party waives any right to object on any
26 ground to use in evidence of any of the material covered by this Protective Order.
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1 12.3 Filing Protected Material. Without written permission from the
2 Designating Party or a court order secured after appropriate notice to all interested
3 persons, a Party may not file in the public record in this action any Protected Material.
4 A Party that seeks to file under seal any Protected Material must comply with Civil
5 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court
6 order authorizing the sealing of the specific Protected Material at issue. Pursuant to
7 Civil Local Rule 79-5, a sealing order will issue only upon a request establishing good
8 cause or demonstrating compelling reasons why the strong presumption of public access
9 in civil cases should be overcome. If a Receiving Party's request to file Protected
10 Material under seal pursuant to Civil Local Rule 79-5 is denied by the court, then the
11 Receiving Party may file the information in the public record pursuant to Civil Local
12 Rule 79-5 unless otherwise instructed by the court.

13 13. FINAL DISPOSITION

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

1 and expert work product, even if such materials contain Protected Material. Any such
2 archival copies that contain or constitute Protected Material remain subject to this
3 Protective Order as set forth in Section 4 (DURATION).

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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DATED: March 4, 2025

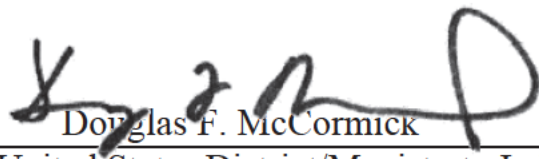
/s/Christopher J. Reichman
Attorney for Plaintiff

DATED: March 4, 2025

/s/Harrison Brown
Attorney for Defendant

PURSUANT TO STIPULATION, IT IS SO ORDERED.

March 11, 2025
Dated


Douglas F. McCormick
United States District/Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____, of _____, declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ in the case of *Sapan v. CrossCountry Mortgage, LLC*, Case No.: 8:24-cv-01064-JWH-DFM. 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 _____ of _____ 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: _____