

1 JEFFREY A. TOPOR (SBN 195545)  
jtopor@snllp.com  
2 LIANA MAYILYAN (SBN 295203)  
lmayilyan@snllp.com  
3 SIMMONDS & NARITA LLP  
4 44 Montgomery Street, Suite 3010  
San Francisco, CA 94104-4816  
Telephone: (415) 283-1000  
5 Facsimile: (415) 352-2625

6 Attorneys for Defendant  
United Debt Holdings, LLC  
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9 THE UNITED STATES DISTRICT COURT  
10 EASTERN DISTRICT OF CALIFORNIA

11 MANDY KNOWLES, as an  
12 individual, and on behalf of other  
persons similarly situated,

13 Plaintiff,

14 v.

15 UNITED DEBT HOLDINGS, LLC,  
16 a Delaware Limited Liability  
Company, NATIONWIDE  
17 SERVICES, a New York Corporation,  
HARTFORD MEDIATION GROUP,  
18 a New Partnership, and PAYMENT  
MANAGEMENT SOLUTIONS,  
19 INC., a New York Corporation, and  
DOES 1 through 500, inclusive,

20 Defendants.  
21 \_\_\_\_\_

CASE NO. 1:14-cv-01815-AWI-GSA

**STIPULATED  
PROTECTIVE ORDER**

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 other purpose other than prosecuting this  
5 litigation may be warranted. Accordingly, the parties hereby stipulate to and petition  
6 the court to enter the following Stipulated Protective Order. The parties acknowledge  
7 that this Order does not confer blanket protections on all disclosures or responses to  
8 discovery and that the protection it affords from public disclosure and use extends  
9 only to the limited information or items that are entitled to confidential treatment  
10 under the applicable legal principles. The parties further acknowledge, as set forth in  
11 Section 12.3, below, that this Stipulated Protective Order does not entitle them to file  
12 confidential information under seal; Civil Local Rule 141 sets forth the procedures  
13 that must be followed and the standards that will be applied when a party seeks  
14 permission from the court to file material under seal.

15           No document shall be filed under seal unless counsel secures a court order  
16 allowing the filing of a document under seal. An application to file a document under  
17 seal shall be served on opposing counsel, and on the person or entity that has custody  
18 and control of the document, if different from opposing counsel. If opposing counsel,  
19 or the person or entity who has custody and control of the document, wishes to  
20 oppose the application, he/she must contact the chambers of the judge who will rule  
21 on the application, to notify the judge’s staff that an opposition to the application will  
22 be filed.

23     DEFINITIONS

24           2.1    Challenging Party: a Party or Non-Party that challenges the designation  
25 of information or items under this Order.

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

1           2.3    Counsel (without qualifier): Outside Counsel of Record and House  
2 Counsel (as well as their support staff).

3           2.4    Designating Party: a Party or Non-Party that designates information or  
4 items that it produces in disclosures or in responses to discovery as  
5 “CONFIDENTIAL.”

6           2.5    Disclosure or Discovery Material: all items or information, regardless of  
7 the medium or manner in which it is generated, stored, or maintained (including,  
8 among other things, testimony, transcripts, and tangible things), that are produced or  
9 generated in disclosures or responses to discovery in this matter.

10          2.6    Expert: a person with specialized knowledge or experience in a matter  
11 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
12 an expert witness or as a consultant in this action.

13          2.7    House Counsel: attorneys who are employees of a party to this action.  
14 House Counsel does not include Outside Counsel of Record or any other outside  
15 counsel.

16          2.8    Non-Party: any natural person, partnership, corporation, association, or  
17 other legal entity not named as a Party to this action.

18          2.9    Outside Counsel of Record: attorneys who are not employees of a party  
19 to this action but are retained to represent or advise a party to this action and have  
20 appeared in this action on behalf of that party or are affiliated with a law firm which  
21 has appeared on behalf of that party.

22          2.10 Party: any party to this action, including all of its officers, directors,  
23 employees, consultants, retained experts, and Outside Counsel of Record (and their  
24 support staffs).

25          2.11 Producing Party: a Party or Non-Party that produces Disclosure or  
26 Discovery Material in this action.

27          2.12 Professional Vendors: persons or entities that provide litigation support  
28 services (e.g., photocopying, videotaping, translating, preparing exhibits or

1 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
2 and their employees and subcontractors.

3 2.13 Protected Material: any Disclosure or Discovery Material that is  
4 designated as “CONFIDENTIAL.”

5 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material  
6 from a Producing Party.

7 3. SCOPE

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

13 However, the protections conferred by this Stipulation and Order do not cover the  
14 following information: (a) any information that is in the public domain at the time of  
15 disclosure to a Receiving Party or becomes part of the public domain after its  
16 disclosure to a Receiving Party as a result of publication not involving a violation of  
17 this Order, including becoming part of the public record through trial or otherwise;  
18 and (b) any information known to the Receiving Party prior to the disclosure or  
19 obtained by the Receiving Party after the disclosure from a source who obtained the  
20 information lawfully and under no obligation of confidentiality to the Designating  
21 Party. Any use of Protected Material at trial shall be governed by a separate  
22 agreement or order.

23 4. DURATION

24 Even after final disposition of this litigation, the confidentiality obligations  
25 imposed by this Order shall remain in effect until a Designating Party agrees  
26 otherwise in writing or a court order otherwise directs. Final disposition shall be  
27 deemed to be the later of (1) dismissal of all claims and defenses in this action, with  
28 or without prejudice; and (2) final judgment herein after the completion and

1 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,  
2 including the time limits for filing any motions or applications for extension of time  
3 pursuant to applicable law.

4 5. DESIGNATING PROTECTED MATERIAL

5 5.1 Exercise of Restraint and Care in Designating Material for Protection:

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

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

18 If it comes to a Party's or a non-party's attention that information or items that  
19 it designated for protection do not qualify for protection, that Designating Party must  
20 promptly notify all other Parties that it is withdrawing the mistaken designation.

21 5.2 Manner and Timing of Designations: Except as otherwise provided in  
22 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
23 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
24 under this Order must be clearly so designated before the material is disclosed or  
25 produced.

26 Designation in conformity with this Order requires:

27 (a) for information in documentary form (e.g., paper or electronic  
28 documents, but excluding transcripts of depositions or other pretrial or trial

1 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” to each  
2 page that contains protected material. If only a portion or portions of the material on  
3 a page qualifies for protection, the Producing Party also must clearly identify the  
4 protected portion(s) (e.g., by making appropriate markings in the margins).

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

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

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

26 5.3 Inadvertent Failures to Designate: If timely corrected, an inadvertent  
27 failure to designate qualified information or items does not, standing alone, waive the  
28

1 Designating Party's right to secure protection under this Order for such material.  
2 Upon timely correction of a designation, the Receiving Party must make  
3 reasonable efforts to assure that the material is treated in accordance with the  
4 provisions of this Order.

5 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

13 6.2 Meet and Confer: The Challenging Party shall initiate the dispute  
14 resolution process by providing written notice of each designation it is challenging  
15 and describing the basis for each challenge. To avoid ambiguity as to whether a  
16 challenge has been made, the written notice must recite that the challenge to  
17 confidentiality is being made in accordance with this specific paragraph of the  
18 Protective Order. The parties shall attempt to resolve each challenge in good faith  
19 and must begin the process by conferring directly (in voice to voice dialogue; other  
20 forms of communication are not sufficient) within 14 days of the date of service of  
21 notice. In conferring, the Challenging Party must explain the basis for its belief that  
22 the confidentiality designation was not proper and must give the Designating Party an  
23 opportunity to review the designated material, to reconsider the circumstances, and, if  
24 no change in designation is offered, to explain the basis for the chosen designation.  
25 A Challenging Party may proceed to the next stage of the challenge process only if it  
26 has engaged in this meet and confer process first or establishes that the Designating  
27 Party is unwilling to participate in the meet and confer process in a timely manner.  
28

1           6.3    Judicial Intervention: If the Parties cannot resolve a challenge without  
2 court intervention, the Designating Party shall file and serve a motion to retain  
3 confidentiality (and in compliance with Civil Local Rule 141, if applicable) within 21  
4 days of the initial notice of challenge or within 14 days of the parties agreeing that the  
5 meet and confer process will not resolve their dispute, whichever is earlier. Each  
6 such motion must be accompanied by a competent declaration affirming that the  
7 movant has complied with the meet and confer requirements imposed in the  
8 preceding paragraph. Failure by the Designating Party to make such a motion  
9 including the required declaration within 21 days (or 14 days, if applicable) shall  
10 automatically waive the confidentiality designation for each challenged designation.  
11 In addition, the Challenging Party may file a motion challenging a confidentiality  
12 designation at any time if there is good cause for doing so, including a challenge to  
13 the designation of a deposition transcript or any portions thereof. Any motion  
14 brought pursuant to this provision must be accompanied by a competent declaration  
15 affirming that the movant has complied with the meet and confer requirements  
16 imposed by the preceding paragraph.

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

## 25   7.    ACCESS TO AND USE OF PROTECTED MATERIAL

26           7.1    Basic Principles: A Receiving Party may use Protected Material that is  
27 disclosed or produced by another Party or by a Non-party in connection with this case  
28 only for prosecuting, defending, or attempting to settle this litigation. Such Protected



1 Material may be disclosed only to the categories of persons and under the conditions  
2 described in this Order. When the litigation has been terminated, a Receiving Party  
3 must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

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

11 (a) the Receiving Party’s Outside Counsel of record in this action, as  
12 well as employees of said Outside Counsel to whom it is reasonably necessary to  
13 disclose the information for this litigation and who have signed the  
14 “Acknowledgment and Agreement to be Bound” that is attached hereto as Exhibit A;

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

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

21 (d) the court and its personnel;

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

26 (f) during their depositions, witnesses in the action to whom disclosure is  
27 reasonably necessary and who have signed the “Acknowledgment and Agreement to  
28 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered

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 of the document containing the information or a custodian  
5 or other person who otherwise possessed or knew the information.

6 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
7 OTHER LITIGATION

8 If a Party is served with a subpoena or an order issued in other litigation that  
9 compels disclosure of any information or items designated in this action as  
10 “CONFIDENTIAL,” that Party must:

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

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

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

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

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

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

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

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

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

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

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

1 court.<sup>1</sup> Absent a court order to the contrary, the Non-Party shall bear the burden and  
2 expense of seeking protection in this court of its Protected Material.

3 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

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

24 //  
25 //

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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 12. MISCELLANEOUS

2 12.1 Right to Further Relief: Nothing in this Order abridges the right of any  
3 person to seek its modification by the Court in the future.

4 12.2 Right to Assert Other Objections: By stipulating to the entry of this  
5 Protective Order no Party waives any right it otherwise would have to object to  
6 disclosing or producing any information or item on any ground not addressed in this  
7 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
8 ground to use in evidence of any of the material covered by this Protective Order.

9 12.3 Filing Protected Material: Without written permission from the  
10 Designating Party or a court order secured after appropriate notice to all interested  
11 persons, a Party may not file in the public record in this action any Protected  
12 Material. A Party that seeks to file under seal any Protected Material must comply  
13 with Civil Local Rule 141. Protected Material may only be filed under seal pursuant  
14 to a court order authorizing the sealing of the specific Protected Material at issue. A  
15 sealing order will issue only upon a request establishing that the Protected Material at  
16 issue is privileged, protectable as a trade secret, or otherwise entitled to protection  
17 under the law. If a Receiving Party's request to file Protected Material under seal  
18 pursuant to Civil Local Rule 141 is denied by the court, then the Receiving Party may  
19 file the information in the public record pursuant to Civil Local Rule 141 unless  
20 otherwise instructed by the court.

21 13. FINAL DISPOSITION

22 Within 60 days after the final disposition of this action, as defined in paragraph  
23 4, each Receiving Party must return all Protected Material to the Producing Party or  
24 destroy such material. As used in this subdivision, "all Protected Material" includes  
25 all copies, abstracts, compilations, summaries, and any other format reproducing or  
26 capturing any of the Protected Material. Whether the Protected Material is returned  
27 or destroyed, the Receiving Party must submit a written certification to the Producing  
28 Party (and, if not the same person or entity, to the Designating Party) by the 60 day

1 deadline that (1) identifies (by category, where appropriate) all the Protected Material  
2 that was returned or destroyed and (2) affirms that the Receiving Party has not  
3 retained any copies, abstracts, compilations, summaries or any other format  
4 reproducing or capturing any of the Protected Material. Notwithstanding this  
5 provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
6 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
7 deposition and trial exhibits, expert reports, attorney work product, and consultant  
8 and expert work product, even if such materials contain Protected Material. Any such  
9 archival copies that contain or constitute Protected Material remain subject to this  
10 Protective Order as set forth in Section 4 (DURATION).

11  
12 DATED: March 30, 2015

SIMMONDS & NARITA LLP

13  
14 By: /s/ Liana Mayilyan  
Attorneys for Defendant United Debt  
15 Holdings, LLC

16 DATED: March 30, 2015

GALLO LLP

17  
18 By: /s/ Dominic Valerian  
Attorneys for Plaintiff  
19 Mandy Knowles

## Order

The Court has reviewed the stipulation outlined above and adopts it as a stipulated protective order in this case.<sup>1</sup> To the extent motion practice is required, the parties are advised to review Local Rules 141, 141.1, 230, and 251.

IT IS SO ORDERED.

Dated: March 31, 2015

/s/ Gary S. Austin  
UNITED STATES MAGISTRATE JUDGE

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<sup>1</sup> A fully executed version of the stipulation is available on the Court's docket as ECF No. 16. That version also includes the "Exhibit A" referenced in the stipulation.