

1 **TROUTMAN SANDERS LLP**
2 Chad R. Fuller, Bar No. 190830
3 chad.fuller@troutmansanders.com
4 Justin M. Brandt, Bar No. 278368
5 justin.brandt@troutmansanders.com
6 11682 El Camino Real, Suite 400
7 San Diego, CA 92130-2092
8 Telephone: 858-509-6000
9 Facsimile: 858-509-6040

10 Attorneys for Defendant
11 **SANTANDER CONSUMER USA INC.**

12 **UNITED STATES DISTRICT COURT**
13 **EASTERN DISTRICT OF CALIFORNIA**

14 APRIL LINDBLOM, an individual,

15 Plaintiff,

16 v.

17 SANTANDER CONSUMER USA,
18 INC., et al.,

19 Defendants.

Case No. 1:15-cv-00990-LJO-BAM

**STIPULATED PROTECTIVE
ORDER**

20 This litigation is currently in discovery, and it appears that such discovery
21 will involve the disclosure of personal, confidential, trade secret, proprietary,
22 technical, business, and/or financial information (hereinafter referred to collectively
23 as "confidential information" or "confidential material"). Accordingly, it appearing
24 that all of the parties consent to entry of this Agreed Protective Order, and for good
25 cause, it is further ORDERED AS FOLLOWS:

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2 1. All confidential information in this case shall be used solely for the
3 purpose of this litigation and for no other purpose. In no event shall any person
4 receiving confidential information use it for commercial or competitive purposes,
5 make any public disclosure of the contents thereof, or use it in any other litigation,
6 other than in conjunction with prosecuting or defending this litigation, provided,
7 however, that nothing in this Agreed Protective Order will affect the admissibility
8 in other litigations or judicial proceedings of anything produced in the present
9 matter. Rather, the admissibility of such things in other litigations and judicial
10 proceedings shall be determined by the arbitrator or judge presiding over those
11 proceedings.

12 2. If any answer given or document produced in response to any
13 discovery in this case contains any confidential information, the responding party
14 may mark such information or document as “CONFIDENTIAL.” Any information
15 or document so marked shall not be disclosed to any person except as may be
16 permitted by this Order. The designation of any information as “CONFIDENTIAL”
17 shall be made in good faith.

18 3. This Agreed Protective Order shall not abrogate or diminish any
19 contractual, statutory, or other legal obligation or right of any party or person with
20 respect to confidential information.

21 4. The aforesaid designation as to documents shall be made by placing a
22 rubber stamp impression, label, or other mark of the word “CONFIDENTIAL” on each
23 page of the document which the designating party wishes to designate as confidential.
24 All documents so designated shall be labeled prior to the transmission of a physical copy
25 thereof to the receiving party. Any and all medical records received by virtue of
26 responses to subpoena or by production requests supplied by either party shall be
27 assumed confidential. No designation of medical records as “CONFIDENTIAL” is
28 necessary for purposes of this order.

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2 5. The parties may designate portions of deposition testimony as
3 “CONFIDENTIAL” by so designating such testimony before, during, or after the
4 deposition. If testimony is designated as “CONFIDENTIAL,” the designating party will
5 clearly state on the record the reason for such designation. Simply denominating
6 testimony as confidential is insufficient for purposes of this Order. The designation of
7 testimony as confidential will not render the entire deposition as confidential. Only the
8 specific portion of the testimony will receive a preliminary confidential designation. If
9 testimony is designated as confidential following the deposition, said designation must
10 be made no later than 15 days after receipt of said deposition transcripts. Any court
11 reporter who transcribes testimony in this action at a deposition shall agree, before
12 transcribing any such testimony, that testimony is “CONFIDENTIAL” and shall remain
13 confidential and shall not be disclosed except as provided in this Order; the copies of
14 any transcript, reporter's notes, or other transcription records of any such testimony
15 shall be retained in absolute confidentiality and safekeeping by such reporter or
16 delivered to attorneys of record.

17 6. Subject to the provisions below, information and documents designated as
18 “CONFIDENTIAL” shall be disclosed only to the Court, the parties, their attorneys,
19 witnesses or potential witnesses, and persons assisting counsel. As used herein, the term
20 “parties” includes the parties' officers, directors, and employees in a management
21 capacity. As used herein, the phrase “persons assisting counsel” shall mean clerks,
22 paralegals and secretaries in the regular employ of the parties’ counsel, as well as any
23 expert whose technical advice is being or will be used in connection with this litigation,
24 either in preparation for trial or in the trial itself.

25 7. If any party or attorney for any party in this litigation desires to give,
26 show, make available, or communicate any information or document designated
27 “CONFIDENTIAL” to any person, other than the Court, or a party, such as to a person
28 assisting counsel or to any witness, potential witness, and/or expert witness, the

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2 attorney or party shall first give a copy of this Agreed Protective Order to such person,
3 who shall read this Agreed Protective Order, be fully familiar with its provisions, and
4 execute a written affirmation agreeing to its terms. If the third party refuses to execute
5 a written affirmation, the confidential information shall not be disclosed to the third
6 party.

7 8. Inadvertent production of any document or material without a
8 designation of “CONFIDENTIAL” will not be deemed to waive a party’s claim as to
9 its confidential nature or estop the party from so designating the particular document
10 or material as confidential at a later date. Disclosure of such document or material by
11 any party prior to such designation, however, shall not be deemed in violation of the
12 provisions of this Order. “CONFIDENTIAL” documents produced by any party or
13 nonparty through discovery in this suit prior to the entry of this Order by the Court
14 shall be subject to the provisions of this Order to the same extent as if this Order had
15 already been entered by the Court, unless the Court directs otherwise.

16 9. The Agreed Protective Order shall not, in itself, be construed to waive
17 any applicable privilege, work-product protection, or other protection or to affect
18 the ability of a party to seek relief for an inadvertent disclosure of material
19 protected by privilege, work-product protection, or other protection.

20 10. With respect to any information or document, or portion thereof, which
21 has been designated “CONFIDENTIAL,” any party may at any time serve a written
22 notice of objection to such designation. Counsel shall attempt to resolve the dispute
23 informally. If no agreement can be reached, counsel may move the Court for an Order
24 denying confidential treatment to the documents or information in question. If such a
25 motion is filed, the documents and/or information shall be kept confidential pending a
26 ruling on the motion. The party asserting confidentiality has the burden to prove that
27 the documents and/or information deserve such treatment.
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11. Any information or document that has been designated “CONFIDENTIAL” that is filed with the Court, or any pleadings, motions, or other papers that disclose any such information, shall be kept confidential by the Court and all parties.

12. After the termination of this action, the restrictions on communications and disclosures provided for herein shall continue to be binding upon the parties and upon all of the persons to whom documents, answers to interrogatories, deposition transcripts, or other items of discovery designated as “CONFIDENTIAL” or material contained herein have been communicated or disclosed pursuant to the provisions of this Agreed Protective Order or any other order of the Court. Further, at the conclusion of all litigation and litigation initiated by Claimant's counsel against Santander on behalf of clients previously identified, or three years after the completion of this litigation, whichever is later, all documents designated as “CONFIDENTIAL,” including all copies which may have been disclosed to expert witnesses, shall be returned to the party producing it or destroyed.

13. This Agreed Protective Order is intended to provide a mechanism for the handling of confidential documents and information. It is not intended by the parties to act as a waiver of the right to object to any disclosure of information or production of any documents they deem confidential on any grounds they may deem appropriate, including, without limitation, confidentiality, relevance, or privilege. Further, the provisions of this Agreed Protective Order shall not affect the admissibility of evidence at the litigation hearing or any preliminary evidentiary proceeding, except as directed by separate order entered for good cause shown.

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14. Nothing in this Agreed Protective Order shall preclude any of the parties from otherwise seeking a modification of this Agreed Protective Order.

Done this 28th day of April, 2016.

AGREED TO BY:

Dated: April 28, 2016

TROUTMAN SANDERS LLP

By: /s/ Chad R. Fuller

Chad R. Fuller
Justin M. Brandt
Attorneys for Defendant
SANTANDER CONSUMER USA
INC.

Dated: April 28, 2016

DAVIS & NORRIS, LLP

By: /s/ John E. Norris

D. Frank Davis (pro hac vice)
John E. Norris (pro hac vice)
Wesley W. Barnett (pro hac vice)
Attorneys for Plaintiff

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ORDER

In addition to the above Stipulation between the parties, the Court further ORDERS that all documents or materials designated as “Confidential” pursuant to this Protective Order, and specifically paragraph 11 and all papers or documents containing information or materials designated as “Confidential” that are filed with the Court for any purpose shall be filed and served under seal pursuant to Local Rule 141. Within five (5) days of filing of any confidential document under seal, the party shall file a redacted copy of the sealed document. The redactions shall be narrowly tailored to protect only the information that is confidential or was deemed confidential.

IT IS SO ORDERED.

Dated: May 6, 2016

/s/ Barbara A. McAuliffe
UNITED STATES MAGISTRATE JUDGE