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20 UNITED STATES DISTRICT COURT
21 EASTERN DISTRICT OF CALIFORNIA

22 MICHAEL ECONOMIDES,
23
24 Plaintiff,
25
26 v.
27
28 HIRERIGHT, LLC and ROES, 1-10,
29
30 Defendants.

Case No. 1:24-cv-00145-JLT-BAM
STIPULATED PROTECTIVE ORDER

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1 **1. A. PURPOSES AND LIMITATIONS**

2 Discovery in this action will involve production of confidential, proprietary or private
3 information for which special protection from public disclosure and from use for any purpose other
4 than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to, and
5 petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that
6 this Order does not confer blanket protections on all disclosures or responses to discovery and that the
7 protection it affords from public disclosure and use extends only to the limited information or items
8 that are entitled to confidential treatment under the applicable legal principles.

9 **B. GOOD CAUSE STATEMENT**

10 The above-captioned matter is likely to involve private employment records, confidential
11 information and documents related to the Parties' operations, financial information, customer
12 information, non-party employee information, and other proprietary and/or privileged information for
13 which special protection from public disclosure and from use for any purpose other than prosecution
14 of this action is warranted. Such confidential and proprietary materials and information consist of,
15 among other things, confidential business or financial information, information regarding confidential
16 business practices, or other confidential research, development, or commercial information (including
17 information implicating privacy rights of third parties), private employment information, information
18 otherwise generally 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. Accordingly, to
20 expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of
21 discovery materials, to adequately protect information the parties are entitled to keep confidential, to
22 ensure that the parties are permitted reasonable necessary uses of such material in preparation for and
23 in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice,
24 a protective order for such information is justified in this matter. It is the intent of the parties that
25 information will not be designated as confidential for tactical reasons and that nothing be so designated
26 without a good faith belief that it has been maintained in a confidential, non-public manner, and there
27 is good cause why it should not be part of the public record of this case.

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1 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL**

2 The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated
3 Protective Order does not entitle them to file confidential information under seal; Local Civil Rule
4 141 sets forth the procedures that must be followed and the standards that will be applied when a party
5 seeks permission from the court to file material under seal.

6 There is a strong presumption that the public has a right of access to judicial proceedings and
7 records in civil cases. In connection with non-dispositive motions, good cause must be shown to
8 support a filing under seal. See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th
9 Cir. 2006), *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v.*
10 *Sony Electronics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require
11 good cause showing), and a specific showing of good cause or compelling reasons with proper
12 evidentiary support and legal justification, must be made with respect to Protected Material that a party
13 seeks to file under seal. The parties' mere designation of Disclosure or Discovery Material as
14 CONFIDENTIAL does not—without the submission of competent evidence by declaration,
15 establishing that the material sought to be filed under seal qualifies as confidential, privileged, or
16 otherwise protectable—constitute good cause.

17 Further, if a party requests sealing related to a dispositive motion or trial, then compelling
18 reasons, not only good cause, for the sealing must be shown, and the relief sought shall be narrowly
19 tailored to serve the specific interest to be protected. See *Pintos v. Pacific Creditors Ass'n.*, 605 F.3d
20 665, 677-79 (9th Cir. 2010). For each item or type of information, document, or thing sought to be
21 filed or introduced under seal in connection with a dispositive motion or trial, the party seeking
22 protection must articulate compelling reasons, supported by specific facts and legal justification, for
23 the requested sealing order. Again, competent evidence supporting the application to file documents
24 under seal must be provided by declaration.

25 Any document that is not confidential, privileged, or otherwise protectable in its entirety will
26 not be filed under seal if the confidential portions can be redacted. If documents can be redacted, then
27 a redacted version for public viewing, omitting only the confidential, privileged, or otherwise
28 protectable portions of the document, shall be filed. Any application that seeks to file documents

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1 under seal in their entirety should include an explanation of why redaction is not feasible.

2 **2. DEFINITIONS**

3 2.1 Action: *Economides v. HireRight, LLC*, Case No. 1:24-CV-00145-BAM.

4 2.2 Challenging Party: A Party or Non-Party that challenges the designation of information
5 or items under this Order.

6 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of how it is
7 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of
8 Civil Procedure 26(c), and as specified above in the Good Cause Statement.

9 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

10 2.5 Designating Party: A Party or Non-Party that designates information or items that it
11 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

12 2.6 Disclosure or Discovery Material: All items or information, regardless of the medium
13 or manner in which it is generated, stored, or maintained (including, among other things, testimony,
14 transcripts, and tangible things), that are produced or generated in disclosures or responses to
15 discovery in this matter.

16 2.7 Expert: A person with specialized knowledge or experience in a matter pertinent to the
17 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant
18 in this Action.

19 2.8 House Counsel: Attorneys who are employees of a party to this Action. House Counsel
20 does not include Outside Counsel of Record or any other outside counsel.

21 2.9 Non-Party: Any natural person, partnership, corporation, association or their legal
22 entity not named as a Party to this action.

23 2.10 Outside Counsel of Record: Attorneys who are not employees of a party to this Action
24 but are retained to represent or advise a party to this Action and have appeared in this Action on behalf
25 of that party or are affiliated with a law firm that has appeared on behalf of that party, and includes
26 support staff.

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1 2.11 Party: Any party to this Action, including all of its officers, directors, employees,
2 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

3 2.12 Producing Party: A Party or Non-Party that produces Disclosure or Discovery Material
4 in this Action.

5 2.13 Professional Vendors: Persons or entities that provide litigation support services (e.g.,
6 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing,
7 or retrieving data in any form or medium) and their employees and subcontractors.

8 2.14 Protected Material: Any Disclosure or Discovery Material that is designated as
9 “CONFIDENTIAL.”

10 2.15 Receiving Party: A Party that receives Disclosure or Discovery Material from a
11 Producing Party.

12 **3. SCOPE**

13 The protections conferred by this Stipulated Protective Order cover not only Protected Material
14 (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all
15 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
16 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

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

19 **4. DURATION**

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

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1 **5. DESIGNATING PROTECTED MATERIAL**

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

16 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see,
17 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or
18 Discovery Material that qualifies for protection under this Order must be clearly so designated before
19 the material is disclosed or produced.

20 Designation in conformity with this Order requires:

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

27 A Party or Non-Party that makes original documents available for inspection need not
28 designate them for protection until after the inspecting Party has indicated which documents it would

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1 like copied and produced. During the inspection and before the designation, all of the material made
2 available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
3 identified the documents it wants copied and produced, the Producing Party must determine which
4 documents, or portions thereof, qualify for protection under this Order. Then, before producing the
5 specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page
6 that contains Protected Material. If only a portion of the material on a page qualifies for protection,
7 the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate
8 markings in the margins).

9 (b) for testimony given in depositions or pretrial proceedings that the Designating Party
10 identifies the Disclosure or Discovery Material on the record, before the close of the deposition,
11 hearing, or other proceeding all protected testimony.

12 When it is impractical to identify separately each portion of the testimony that may qualify for
13 protection, and when it appears that substantial portions of the testimony may qualify for protection,
14 either Party or a participating Non-Party may invoke on the record (before the deposition or proceeding
15 is concluded) a right to have up to twenty (20) days following completion of the transcript to identify
16 the specific portions of the testimony as to which protection is sought. Only those portions of the
17 testimony that are appropriately designated for protection within the twenty (20) days shall be covered
18 by the provisions of this Stipulated Protective Order.

19 If practical, transcript pages containing Protected Material must be separately bound
20 by the court reporter. The court reporter must affix to the top of each such page the legend
21 “CONFIDENTIAL” as instructed by the Party or nonparty requesting the designation.

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

27 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
28 designate qualified information or items does not, standing alone, waive the Designating Party’s right

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

4 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

5 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
6 confidentiality (“Designation Challenge”) at any time that is consistent with the Court’s Scheduling
7 Order.

8 6.2 Form of Challenges. The Challenging Party shall advise counsel for the Designating
9 Party, in writing, of its Designation Challenges, the specific documents, testimony, or information to
10 which each challenge pertains, and the specific reasons and support for the challenges. Counsel for the
11 Designating Party shall have thirty (30) days from the receipt of the written Designation Challenges
12 to either: (a) agree in writing to de-designate documents, testimony, or information pursuant to the
13 challenges; and/or (b) file a motion with the Court seeking to uphold any or all of the designations
14 challenged. In the event that the Designation Challenges are neither timely agreed to nor timely
15 addressed by Motion to the Court, then the documents, testimony, or information subject to the
16 Designation Challenges shall be de-designated in accordance with the Designation Challenges
17 applicable to that material.

18 6.3 Meet and Confer. The Designating Party shall initiate the dispute resolution process
19 under Local Rule 251 et seq.

20 6.4 The burden of persuasion in any such challenge proceeding shall be on the Designating
21 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose
22 unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions.
23 Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall
24 continue to afford the material in question the level of protection to which it is entitled under the
25 Producing Party’s designation until the Court rules on the challenge.

26 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

27 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
28 produced by another Party or by a Non-Party in connection with this Action only for prosecuting,
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1 defending or attempting to settle this Action. Such Protected Material may be disclosed only to the
2 categories of persons and under the conditions described in this Order. When the Action has been
3 terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
4 DISPOSITION).

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

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

10 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees
11 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for
12 this Action;

13 (b) the officers, directors, and employees (including House Counsel) of the Receiving
14 Party to whom disclosure is reasonably necessary for this Action;

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

18 (d) the court and its personnel;

19 (e) court reporters and their staff;

20 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom
21 disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and
22 Agreement to Be Bound” (Exhibit A);

23 (g) the author or recipient of a document containing the information or a custodian or other
24 person who otherwise possessed or knew the information;

25 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom
26 disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the
27 form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential
28 information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless

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1 otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition
2 testimony or exhibits to depositions that reveal Protected Material may be separately bound by the
3 court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective
4 Order;

5 (i) any mediator or settlement officer, and their supporting personnel, mutually agreed
6 upon by any of the parties engaged in settlement discussions;

7 (j) Insurance carriers and brokers for the undersigned Parties, including their claims
8 representatives, agents, and adjusters to whom disclosure is reasonably necessary in connection with
9 this Action; and

10 (k) Witnesses in the action to whom disclosure is reasonably necessary and who have
11 signed the “Agreement to Be Bound by Protective Order” (Exhibit A).

12 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**
13 **LITIGATION**

14 If a Receiving Party is served with a subpoena or a court order issued in other litigation that
15 compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that
16 Party must:

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

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

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

24 If the Designating Party timely seeks a protective order, the Party served with the subpoena or
25 court order shall not produce any information designated in this action as “CONFIDENTIAL” before
26 a determination by the court from which the subpoena or order issued, unless the Party has obtained
27 the Designating Party’s permission. The Designating Party shall bear the burden and expense of
28 seeking protection in that court of its confidential material and nothing in these provisions should be

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1 construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
2 from another court.

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

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

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

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

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

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

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

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

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

10 **11. INFORMATION SECURITY PROTECTIONS**

11 Any person in possession of another Party’s or Non-Party’s Confidential
12 Information shall maintain a written information security program that includes reasonable
13 administrative, technical, and physical safeguards designed to protect the security and
14 confidentiality of such Confidential Information, protect against any reasonably anticipated
15 threats or hazards to the security of such Confidential Information, and protect against unauthorized
16 access to or use of such Confidential Information. To the extent a person or party does not have
17 an information security program they may comply with this provision by having the Confidential
18 Information managed by and/or stored with eDiscovery vendors or claims administrators that
19 maintain such an information security program.

20 If the Receiving Party discovers a breach of security, including any actual or suspected
21 unauthorized access, relating to another Party’s or Non-Party’s Confidential Information, the
22 Receiving Party shall: (a) promptly provide written notice to Designating Party of such breach; (b)
23 investigate and take reasonable efforts to remediate the effects of the breach, and provide
24 Designating Party with assurances reasonably satisfactory to Designating Party that such breach
25 shall not recur; and (c) provide sufficient information about the breach that the Designating Party
26 can reasonably ascertain the size and scope of the breach. If required by any judicial or
27 governmental request, requirement or order to disclose such information, the Receiving Party shall
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1 take all reasonable steps to give the Designating Party sufficient prior notice in order to contest such
2 request, requirement or order through legal means. The Receiving Party agrees to cooperate with
3 the Designating Party or law enforcement in investigating any such security incident. In any
4 event, the Receiving Party shall promptly take all necessary and appropriate corrective action to
5 terminate the unauthorized access.
6

7 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED**
8 **MATERIAL**

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

17 **13. MISCELLANEOUS**

18 13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its
19 modification by the Court in the future.

20 13.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no
21 Party waives any right it otherwise would have to object to disclosing or producing any information
22 or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives
23 any right to object on any ground to use in evidence of any of the material covered by this Protective
24 Order.

25 13.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material
26 must comply with Local Civil Rule 141. Protected Material may only be filed under seal pursuant to
27 a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to
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1 file Protected Material under seal is denied by the court, then the Receiving Party may file the
2 information in the public record unless otherwise instructed by the court.

3 13.4 Agreement to be Bound Prior to Court Approval. The Parties agree to be bound by the
4 Stipulated Protective Order immediately following its execution and prior to the Court's approval of
5 the Stipulated Protective Order. Should the Court decline to approve this Stipulated Protective Order,
6 the Parties agree to further meet and confer in good faith regarding a Revised Stipulated Protective
7 Order for the Court's approval. If the Parties are unable to reach an agreement on the terms of a
8 Revised Stipulated Protective Order after the Parties meet and confer, the Parties agree to return the
9 Protected Material exchanged pursuant to this Stipulated Protective Order and agree the Protected
10 Material will have the same protections as if this Stipulated Protective Order was signed and approved
11 by the Court.

12 **14. FINAL DISPOSITION**

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

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1 (a) If “Confidential Information” has been loaded into any litigation review database, the
2 attorney for the party using such database shall have the responsibility of ensuring that all such
3 “Confidential Information” (including all associated images and native files), are extracted from such
4 databases (including any associated staging databases) and destroyed. “Destroyed” shall mean
5 deletion of documents from all databases, applications and/or file systems in a manner such that they
6 are not readily accessible without the use of specialized tools or techniques typically used by a forensic
7 expert.

8 (b) The Parties, counsel of record for the Parties, and experts or consultants for a party
9 shall not be required to return or to destroy any “Confidential Information” to the extent such
10 information is: (i) stored on media that is generally considered not reasonably accessible, such as
11 disaster recovery backup tapes, or (ii) only retrievable through the use of specialized tools or
12 techniques typically used by a forensic expert; provided that to the extent any “Confidential
13 Information” is not returned or destroyed due to the foregoing reasons, such “Confidential
14 Information” remain subject to this Protective Order as set forth in Section 4 (DURATION).

15 **15. VIOLATION**

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

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

19 Dated: June 5, 2024

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21
22 /s/ Daniel "Sparky" Abraham (as authorized on 6/5/24)
23 DANIEL “SPARKY” ABRAHAM
24 JUBILEE LEGAL
25 Attorneys for Plaintiff
26 MICHAEL ECONOMIDES
27
28

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P.C.
101 Second Street
Suite 1000
4869-8372-8837.2 / 084143-1100

1 Dated: June 5, 2024

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Dated: June 5, 2024

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/s/ Lauren B. Veggian (as authorized on 6/5/24)

MICHAEL F. CARDOZA
LAUREN B. VEGGIAN
THE CARDOZA LAW CORPORATION
Attorneys for Plaintiff
MICHAEL ECONOMIDES

/s/ Rachel E. Simons

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HIRERIGHT, LLC

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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 issued by the United States
District Court for the Eastern District of California on _____ [date] in the case of
Economides v. HireRight, LLC, Case No. 1:24-CV-000145-BAM. 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 Eastern
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: _____

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ORDER

Having considered the parties’ stipulated protective order, and finding good cause, the Court adopts the stipulated protective order. (Doc. 16.)

The parties are advised that pursuant to the Local Rules of the United States District Court, Eastern District of California, any documents subject to the protective order to be filed under seal must be accompanied by a written request which complies with Local Rule 141 prior to sealing.

Additionally, the parties shall consider resolving any dispute arising under the stipulated protective order according to the Court’s informal discovery dispute procedure.

IT IS SO ORDERED.

Dated: June 6, 2024

/s/ Barbara A. McAuliffe
UNITED STATES MAGISTRATE JUDGE