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5 Attorney for Plaintiff

6 UNITED STATES DISTRICT COURT
7 EASTERN DISTRICT OF CALIFORNIA
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10 JUDE DARRIN,
11 Plaintiff,
12 v.
13 BANK OF AMERICA, N.A.,
14 Defendant.
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Case No. 2:12-cv-00228-MCE-KJN

Assigned to the Honorable
Morrison C. England, Jr.

**STIPULATED PROTECTIVE
ORDER BETWEEN NON-PARTY
EQUIFAX INFORMATION
SERVICES, LLC, PLAINTIFF, and
DEFENDANT REGARDING
CONFIDENTIAL INFORMATION
PRODUCED BY NON-PARTY
EQUIFAX INFORMATION
SERVICES, LLC**

1 IT IS HEREBY STIPULATED by and between Plaintiff Jude Darrin,
2 Defendant Bank of America, N.A. (“BOA”), and non-party Equifax Information
3 Services, LLC (“Equifax”), through their respective attorneys of record, as follows:

4 WHEREAS, documents and information have been and may be sought,
5 produced or exhibited by Equifax to the parties to this action relating to trade
6 secrets, confidential research, development, technology or other proprietary
7 information belonging to Equifax and/or personal income, credit and other
8 confidential information of Plaintiff.

9 WHEREAS, Equifax is not a party to this action and may not have notice of
10 how and when its confidential documents and information are used;

11 THEREFORE, an Order of this Court protecting such confidential
12 information shall be and hereby is made by this Court on the following terms:

13 1. This Order shall govern the use, handling and disclosure of all
14 documents, testimony or information produced or given by Equifax in this action
15 which are designated to be subject to this Order in accordance with the terms
16 hereof.

17 2. Equifax may designate documents and materials produced in this
18 action and the information contained therein subject to this Order by typing or
19 stamping on the front of the document, or on the portion(s) of the document for
20 which confidential treatment is designated, “Confidential.”

21 3. If Equifax believes in good faith that, despite the provisions of this
22 Protective Order, there is a substantial risk of identifiable harm if particular
23 documents it designates as “Confidential” are disclosed to parties or non-parties to
24 this action, Equifax may designate those particular documents as “Confidential—
25 Attorneys’ Eyes Only.”

26 4. To the extent any motions, briefs, pleadings, deposition transcripts, or
27 other papers to be filed with the Court incorporate documents or information
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1 subject to this Order, the party filing such papers shall designate such materials, or
2 portions thereof, as “Confidential,” or “Confidential—Attorneys Eyes Only” and
3 shall file them with the clerk under seal; provided, however, that a copy of such
4 filing having the confidential information deleted therefrom may be made part of
5 the public record. Any party filing any document under seal must comply with the
6 requirements of Civil Local Rule 141.

7 5. All documents, transcripts, or other materials subject to this Order, and
8 all information derived therefrom which reveals specific confidential information
9 present in the documents, transcripts or materials (including, but not limited to, all
10 testimony, deposition, or otherwise, that refers, reflects or otherwise discusses any
11 information designated Confidential hereunder), shall not be used, directly or
12 indirectly, by any person for any business, commercial or competitive purposes or
13 for any purpose whatsoever other than solely for the preparation and trial of this
14 action in accordance with the provisions of this Order.

15 6. Except with the prior written consent of Equifax or pursuant to prior
16 Order after notice, any document, transcript or pleading given “Confidential”
17 treatment under this Order, and any information contained in, or derived from any
18 such materials which reveals specific confidential information present in the
19 documents, transcripts or materials (including but not limited to, all deposition
20 testimony that refers, reflects or otherwise discusses any information designated
21 confidential hereunder) may not be disclosed other than in accordance with this
22 Order and may not be disclosed to any person other than: (a) the Court and its
23 officers; (b) parties to this litigation; (c) counsel for the parties, whether retained
24 counsel or in-house counsel and employees of counsel assigned to assist such
25 counsel in the preparation of this litigation; (d) fact witnesses at deposition or trial
26 subject to a proffer to the Court or a stipulation of the parties that such witnesses
27 need to know such information; and (e) experts specifically retained as consultants
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1 or expert witnesses in connection with this litigation.

2 7. Except with the prior written consent of Equifax or pursuant to prior
3 Order after notice, any document, transcript or pleading given “Confidential—
4 Attorneys Eyes Only” treatment under this Order, and any information contained in,
5 or derived from any such materials (including but not limited to, all deposition
6 testimony that refers, reflects or otherwise discusses any information designated
7 confidential hereunder) may not be disclosed other than in accordance with this
8 Order and may not be disclosed to any person other than: (a) the Receiving Party’s
9 Outside Counsel of record in this action, as well as employees of said Counsel to
10 whom it is reasonably necessary to disclose the information for this litigation and
11 who have signed the “Agreement to Be Bound by Protective Order” that is attached
12 hereto as Exhibit A; (b) Experts specifically retained as consultants or expert
13 witnesses in connection with this litigation who have signed the “Declaration of
14 Compliance” (Exhibit A); (c) the Court and its personnel; (d) court reporters, their
15 staffs, and professional vendors to whom disclosure is reasonably necessary for this
16 litigation and who have signed the “Declaration of Compliance” (Exhibit A); and
17 (e) the author of the document or the original source of the information.

18 8. Documents produced pursuant to this Order shall not be made
19 available to any person designated in Subparagraph 7(b) unless he or she shall have
20 first read this Order, agreed to be bound by its terms, and signed the attached
21 Declaration of Compliance.

22 9. All persons receiving any or all documents produced pursuant to this
23 Order shall be advised of their confidential nature. All persons to whom
24 confidential information and/or documents are disclosed are hereby enjoined from
25 disclosing same to any person except as provided herein, and are further enjoined
26 from using same except in the preparation for and trial of the above-captioned
27 action between the named parties thereto. No person receiving or reviewing such
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1 confidential documents, information or transcript shall disseminate or disclose them
2 to any person other than those described above in Paragraph 6 and Paragraph 7 and
3 for the purposes specified, and in no event shall such person make any other use of
4 such document or transcript.

5 10. Nothing in this Order shall prevent a party from using at trial any
6 information or materials designated “Confidential” or “Confidential—Attorneys’
7 Eyes Only.” However, Equifax may, at or before the time of trial, seek an Order of
8 the Court to restrict access to particular documents or testimony in the trial of this
9 Litigation. In accordance with Civil Local Rule 281(b)(11), the party designating
10 as a trial exhibit (for any purpose) “Confidential” or “Confidential—Attorneys
11 Eyes Only” documents or information (e.g., deposition testimony) received from
12 Equifax shall also notify Equifax that its “Confidential” or “Confidential—
13 Attorneys Eyes Only” information may be received by the Court at trial without the
14 protections of this Protective Order. Such notice must take place no later than the
15 deadline stated for the exchange of exhibits by the parties to this case. Within 14
16 days after receiving such notice, Equifax may submit a motion to the Court asking
17 that the Court receive certain or all of its “Confidential” or “Confidential—
18 Attorneys Eyes Only” documents or information as trial exhibits under seal.

19 11. This Order has been agreed to by Equifax and the parties to facilitate
20 discovery and the production of relevant evidence in this action. Neither the entry
21 of this Order, nor the designation of any information, document, or the like as
22 “Confidential,” or “Confidential—Attorneys’ Eyes Only” nor the failure to make
23 such designation, shall constitute evidence with respect to any issue in this action.

24 12. Even after final disposition of this litigation, the confidentiality
25 obligations imposed by this Order shall remain in effect until Equifax 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
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1 or without prejudice; and (2) final judgment herein after the completion and
2 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
3 including the time limits for filing any motions or applications for extension of time
4 pursuant to applicable law. Within sixty (60) days after the final disposition of this
5 litigation, all documents, transcripts, or other materials afforded confidential
6 treatment pursuant to this Order, including any extracts, summaries or compilations
7 taken therefrom, but excluding any materials which in the good faith judgment of
8 counsel are work product materials, shall be destroyed or returned to Equifax.

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10 13. In the event that any party to this litigation disagrees at any point in
11 these proceedings with any designation made under this Protective Order, the party
12 and Equifax shall first try to resolve such dispute in good faith on an informal basis
13 in accordance with Civil Local Rule 251. If the dispute cannot be resolved, the
14 party objecting to the designation may seek appropriate relief from this Court.
15 During the pendency of any challenge to the designation of a document or
16 information, the designated document or information shall continue to be treated as
17 “Confidential” or “Confidential—Attorneys’ Eyes Only” subject to the provisions
18 of this Protective Order.

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

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1 The Court retains the right to allow disclosure of any subject covered by this
2 stipulation or to modify this stipulation at any time in the interest of justice.

3 Dated: July 3, 2013

NOKES & QUINN

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6 By: s/Thomas P. Quinn
Thomas P. Quinn

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8 Attorneys for Non-Party
9 EQUIFAX INFORMATION
SERVICES, LLC

10 Dated: July 3, 2013

LAW OFFICE OF LINDA DEOS

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13 By: s/Linda Deos
Linda Deos

14 Attorneys for Plaintiff
15 JUDE DARRIN

16 Dated: July 3, 2013

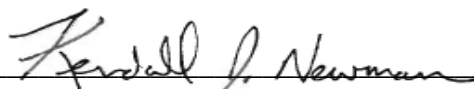
MCQUIRE WOODS, LLP

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19 By: s/Blake S. Olsen
BLAKE S. Olsen

20 Attorneys for Defendant
21 BANK OF AMERICA, N.A.

22 IT IS SO ORDERED.

23 **Date: 7/9/2013**

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26 KENDALL J. NEWMAN
27 UNITED STATES MAGISTRATE JUDGE
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10. I hereby submit to the jurisdiction of this Court for the purposes of enforcing the Stipulated Protective order in this Action.

I declare under penalty of perjury under the laws of the United States that the following is true and correct.

Executed this ____ day of _____, 2013 at _____.

QUALIFIED PERSON

1 CERTIFICATE OF SERVICE

2 I, Michele Blount, certify that on July 8, 2013 the foregoing document entitled

3 **[PROPOSED] STIPULATED PROTECTIVE ORDER BETWEEN NON-**
4 **PARTY EQUIFAX INFORMATION SERVICES, LLC, PLAINTIFF, and**
5 **DEFENDANT REGARDING CONFIDENTIAL INFORMATION**
6 **PRODUCED BY NON-PARTY EQUIFAX INFORMATION SERVICES,**
7 **LLC**

8 was filed electronically in the Court's ECF; thereby upon completion the ECF
9 system automatically generated a "Notice of Electronic Filing" ("NEF") as service
10 through CM/ECF to registered e-mail addressees of parties of record in the case.

11
12 s/ Michele Blount

13 _____
14 Michele Blount
15 Law Office of Linda Deos