

1 THOMAS P. QUINN, JR. (SBN: 132268)  
NOKES & QUINN, APC  
2 410 BROADWAY, SUITE 200  
LAGUNA BEACH, CA 92651  
3 Tel: (949) 376-3500  
Fax: (949) 376-3070  
4 Email: [tquinn@nokesquinn.com](mailto:tquinn@nokesquinn.com)

5 K. ANN BROUSSARD (Admitted *Pro Hac Vice*)  
Georgia Bar No. 100142  
6 KING & SPALDING LLP  
1180 Peachtree Street, N.E.  
7 Atlanta, GA 30309  
8 Tel: (404) 572-4600  
Fax: (404) 572-5100  
9 Email: ABroussard@KSLaw.com

10 *Attorneys for Defendant Equifax Information Services, LLC*

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

14 ROBERT JAMES ANTHONY,

15 Plaintiff,

16 v.

17 EQUIFAX INFORMATION SERVICES,  
18 LLC and TRANS UNION LLC,

19 Defendants.

Case No. 2:13-cv-01424-TLN-CKD

**STIPULATED PROTECTIVE ORDER**

21 **STIPULATED PROTECTIVE ORDER**

22  
23 IT IS HEREBY STIPULATED BY AND BETWEEN AND AMONG Plaintiff Robert  
24 James Anthony (“Plaintiff”), Defendant Equifax Information Services LLC (“Equifax”), and  
25 Defendant Trans Union LLC (“Trans Union”) (collectively referred herein as the “Parties” and  
26 individually as “Party”), through their respective attorneys of record, as follows:

27 WHEREAS, documents, testimony, and information have been and may be sought,  
28 produced, or exhibited by and among the Parties relating to trade secrets, proprietary systems,  
confidential commercial information, confidential research and development, or other

1 proprietary information belonging to a Party, and/or credit and other confidential information  
2 regarding Plaintiff;

3 THEREFORE, this Court orders as follows:

4 1. Any documents, testimony, or information submitted, either voluntarily or  
5 pursuant to any subsequent order, which is asserted in good faith by the producing Party, or by  
6 any other Party, to contain or constitute information protected by Federal Rule of Civil  
7 Procedure 26(c)(7) or another provision of law, shall be so designated in writing, or orally at a  
8 deposition, hearing, or trial and shall be segregated from other information being submitted.  
9 Materials so designated shall be clearly marked on their face with the legend:  
10 “CONFIDENTIAL.” Such documents, transcripts, or other materials are referred to herein as  
11 “CONFIDENTIAL MATERIALS” and includes all information within the scope of Federal  
12 Rules of Civil Procedure 30, 31, 33, 34 and 36 and any information contained in, or derived  
13 from, any such materials (including but not limited to, all deposition testimony that refers,  
14 reflects or otherwise discusses any information designated CONFIDENTIAL hereunder)  
15 designated under this agreement “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
16 ATTORNEYS’ EYES ONLY.”

17 2. If a Party believes in good faith that, despite the provisions of this Protective  
18 Order, there is a substantial risk of identifiable harm if particular documents it designates as  
19 “CONFIDENTIAL” are disclosed to all other Parties or non-parties to this action, the producing  
20 Party may designate those particular documents as “HIGHLY CONFIDENTIAL –  
21 ATTORNEYS’ EYES ONLY.” Documents marked “HIGHLY CONFIDENTIAL –  
22 ATTORNEYS’ EYES ONLY” receive the same protections as information designated as  
23 “CONFIDENTIAL” but are further limited in how it may be used or disseminated. All  
24 information designated as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” shall  
25 be used solely for the purpose of this action, and no person receiving such information shall,  
26 directly or indirectly, use, transfer, disclose, or communicate in any way the information to any  
27 person other than those specified in paragraph 3. Any other use is prohibited.

28 3. Access to any “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
information shall be limited to:

1 (a) the Receiving Party's Outside Counsel of record in this action, as well as employees  
2 of said Counsel to whom it is reasonably necessary to disclose the information for this litigation  
3 and who have signed the Written Assurance (Exhibit A);

4 (b) Experts specifically retained as consultants or expert witnesses in connection with this  
5 litigation who have signed the Written Assurance (Exhibit A);

6 (c) the Court and its personnel;

7 (d) court reporters, their staffs, and professional vendors to whom disclosure is  
8 reasonably necessary for this litigation and who have signed the Written Assurance (Exhibit A);  
9 and

10 (e) the author of the document or the original source of the information.

11 4. All depositions or portions of depositions taken in this action that contain  
12 confidential information may be designated "CONFIDENTIAL" or "HIGHLY  
13 CONFIDENTIAL – ATTORNEYS' EYES ONLY" and thereby obtain the protections accorded  
14 other information designated as "CONFIDENTIAL." The designating Party shall designate such  
15 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" either on  
16 the record, or by serving upon all counsel of record via facsimile or other electronic transmission  
17 a Notice within 14 calendar days after its counsel receives a copy of the deposition transcript.  
18 All transcripts will be treated as "CONFIDENTIAL MATERIALS" until the expiration of the  
19 14-day period described in this paragraph. The deposition of any witness or any portion of such  
20 deposition designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'  
21 EYES ONLY" shall thereafter be treated as "CONFIDENTIAL MATERIALS" in accordance  
22 with this Order. The Parties shall negotiate in good faith to alter the time frames set forth in this  
23 paragraph in situations where a more expedited filing of a designated portion of the deposition  
24 transcript is required. The deposition of any witness (or any portion of such deposition) that  
25 encompasses "CONFIDENTIAL MATERIALS" shall be taken only in the presence of persons  
26 who are qualified to have access to such information.

27 5. All "CONFIDENTIAL MATERIALS" and all information derived there from  
28 (including but not limited to all testimony, deposition or otherwise, that refers, reflects, or  
otherwise discusses any such materials) shall not be used, directly or indirectly, by any person

1 for any business, commercial, or competitive purposes, or for any purpose whatsoever other than  
2 solely for the preparation and trial of this action in accordance with this Order.

3 6. Subject to Paragraph 8, in the absence of prior written permission from the  
4 designating Party or an order by the Court, "CONFIDENTIAL MATERIALS" shall not be  
5 disclosed to any person other than:

6 (i) the Parties and their attorneys (including employees of counsel assigned to assist such  
7 counsel in the preparation of this litigation);

8 (ii) qualified persons taking testimony involving such material and necessary  
9 stenographic and clerical personnel;

10 (iii) the Court, Court personnel, and members of any jury impaneled to hear this case;

11 (iv) disclosed experts and their staff employed for this litigation;

12 (v) present or former employees of the producing Party in connection with their  
13 depositions in this action (provided that no former employees shall be shown documents  
14 prepared after the date of his or her departure); and

15 (v) fact witnesses subject to stipulation by the Parties that such witnesses need to know  
16 such information.

17 7. Subject to Paragraph 8, "CONFIDENTIAL MATERIALS" shall not be disclosed  
18 to any person designated in paragraphs 6(iv) through 6(v) unless he or she have signed the  
19 Written Assurance (Exhibit A). All persons to whom "CONFIDENTIAL MATERIALS" are  
20 disclosed are hereby enjoined from disclosing same to any other person except as provided in  
21 this Order, and are also enjoined from using same except in the preparation for and trial of this  
22 case between the named Parties thereto. No person receiving or reviewing "CONFIDENTIAL  
23 MATERIALS" shall disseminate or disclose them to any person other than those described  
24 above in Paragraph 6 and for the purposes specified in this Order, and in no event shall such  
25 person make any other use of such "CONFIDENTIAL MATERIALS." Opposing counsel shall  
26 be notified at least 14 days prior to disclosure to any such person who is known to be an  
27 employee or agent of, or consultant to, any competitor of the Party whose designated information  
28 are sought to be disclosed. Such notice shall provide a reasonable description of the outside  
independent person to whom disclosure is sought sufficient to permit objection to be made. If a

1 Party objects in writing to such disclosure within 14 days after receipt of notice, no disclosure  
2 shall be made until the Party seeking disclosure obtains the prior approval of the Court or the  
3 objecting Party.

4 8. In the event that any Party disagrees with any designation made under this Order,  
5 the Parties shall first try in good faith to resolve the disagreement informally. If the dispute  
6 cannot be resolved and the receiving Party concludes in good faith that the materials have been  
7 improperly classified, the Party seeking the change may move the Court for appropriate relief,  
8 providing notice to any Party or third party whose designation of produced information as  
9 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –ATTORNEY EYES ONLY” in the action  
10 may be affected. The Party seeking the change in designation shall have the burden of proving  
11 that the information in question is not within the scope of protection afforded by Fed. R. Civ. P.  
12 26(c). Any such information shall be treated as originally designated until the change is  
13 completed.

14 9. Subject to Paragraph 8, in the event either Party wishes to submit  
15 CONFIDENTIAL MATERIALS to the Court in connection with a motion, trial, or other  
16 proceeding within the purview of this lawsuit, that Party must first seek a Court order permitting  
17 the documents or other information to be filed or submitted under seal. If the Court issues an  
18 order to seal, the information shall be submitted as set forth in Paragraphs 1 or 2, above, and  
19 shall be maintained by the Clerk of Court under seal. Only the Court and counsel of record for  
20 the respective Parties shall have access to such confidential information.

21 10. Subject to Paragraph 8, within 90 days after final termination of this lawsuit, each  
22 Party shall either destroy or assemble and return to the Party asserting confidential treatment all  
23 items designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –ATTORNEY EYES  
24 ONLY” and all copies of such information, and shall destroy all extracts and/or data taken from  
25 such information. Each Party shall confirm the return or destruction in writing. However,  
26 Attorneys shall be entitled to retain a set of all documents filed with the Court and all  
27 correspondence generated in connection with the action.

28 11. The obligations imposed by the Protective Order shall survive the termination of  
this action. The Court retains the right to allow disclosure of any subject covered by this

1 stipulation or to modify this stipulation at any time in the interest of justice.

2 12. Nothing in this Order shall prevent a Party from using at deposition, arbitration,  
3 or trial any information or materials designated as CONFIDENTIAL.

4 13. This Order does not prevent any Party from seeking to seal trial transcripts and/or  
5 trial exhibits, including documents previously filed under seal, or from seeking any other similar  
6 relief.

7 14. Neither the entry of this Order, nor the designation of any material as  
8 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL ATTORNEYS” EYES ONLY,” nor the  
9 failure to make such designation, shall constitute evidence on any issue in this case. The  
10 designation of any materials as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL  
11 ATTORNEYS EYES ONLY” does not waive that Party’s objection to any discovery on the  
12 ground that it seeks information protected by Federal Rule of Civil Procedure 26(c) or other  
13 provision of law.

14 15. Nothing herein shall affect or restrict the rights of any Party with respect to its  
15 own documents or to the information obtained or developed independently of materials afforded  
16 confidential treatment pursuant to this Order.

17 16. The Court retains the right to allow disclosure of any subject covered by this  
18 stipulation, or to modify this stipulation at any time in the interest of justice.

19 17. Any Party who inadvertently fails to identify documents as ““CONFIDENTIAL”  
20 or “HIGHLY CONFIDENTIAL –ATTORNEY EYES ONLY” shall, promptly upon discovery  
21 of its oversight, provide written notice of the error and substitute appropriately-designated  
22 information. Any Party receiving such improperly-designated information shall retrieve such  
23 information from persons not entitled to receive that information and, upon receipt of the  
24 substitute information, shall return or destroy the improperly-designated information.

25 Agreed and stipulated to by:  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**LAW OFFICES OF JOHN B. KEATING**

/s/ John Bradford Keating

John Bradford Keating  
Law Offices Of John B. Keating  
2995 Woodside Road, Ste 350  
Woodside, CA 94062  
Email: jbkeating@aol.com

Linda Deos  
DEOS LAW, PC  
770 L Street, Suite 950  
Sacramento, CA 95814  
Tel: 916-442-4442  
Fax: 916-720-0314  
Email: deoslawyer@gmail.com

*Attorneys for Plaintiff*

**SCHUCKIT & ASSOCIATES, PC**

/s/ Justin T. Walton

Justin T. Walton (Pro Hac Vice)  
SCHUCKIT & ASSOCIATES, P.C.  
4545 Northwestern Drive  
Zionsville, Indiana 46077  
Telephone: (317) 363-2400  
Facsimile: (317) 363-2257  
E-mail: jwalton@schuckitlaw.com

*Attorneys for Defendant Trans Union LLC*

**NOKES & QUINN**

/s/ Thomas P. Quinn

Thomas P. Quinn, Jr.  
NOKES & QUINN, APC  
410 Broadway, Suite 200  
Laguna Beach, CA 92651  
Tel: (949) 376-3500  
Fax: (949) 376-3070  
Email: tqinn@nokesquinn.com

**KING & SPALDING LLP**

/s/ K. Ann Broussard

K. Ann Broussard (Pro Hac Vice)  
KING & SPALDING LLP  
1180 Peachtree Street, N.E.  
Atlanta, GA 30309  
Tel: (404) 215-5725  
Fax: (404) 572-5100  
Email: ABroussard@kslaw.com

*Attorneys for Defendant Equifax  
Information Services, LLC*

**ORDER**

GOOD CAUSE APPEARING THEREFORE, IT IS SO ORDERED.

Dated: May 13, 2014



---

CAROLYN K. DELANEY  
UNITED STATES MAGISTRATE JUDGE

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**  
**DECLARATION OF COMPLIANCE**

I, \_\_\_\_\_, declare as follows:

1. My address is \_\_\_\_\_.

2. My present employer is \_\_\_\_\_.

3. My present occupation or job description is \_\_\_\_\_.

4 I have received a copy of the Stipulated Protective order entered in this action on \_\_\_\_\_, 20\_\_.

5 I have carefully read and understand the provisions of this Stipulated Protective  
6 order.

7 I will comply with all provisions of this Stipulated Protective order.

8 I will hold in confidence, and will not disclose to anyone not qualified under the  
9 Stipulated Protective Order, any information, documents or other materials produced subject to  
10 this Stipulated Protective order.

11 I will use such information, documents or other materials produced subject to this  
12 Stipulated Protective Order only for purposes of this present action.

13 upon termination of this action, or upon request, I will return and deliver all  
14 information, documents or other materials produced subject to this Stipulated Protective order,  
15 and all documents or things which I have prepared relating thereto, which documents are the  
16 subject of the Stipulated Protective order, to my counsel in this action, or to counsel for the Party  
17 by whom I am employed or retained or from whom I received the documents.

18 I hereby submit to the jurisdiction of this Court for the purposes of enforcing the  
19 Stipulated Protective order in this Action.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.

\_\_\_\_\_