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3 UNITED STATES DISTRICT COURT
4 EASTERN DISTRICT OF CALIFORNIA
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7 JESSE JAMES THOMAS III and TIFFANY
8 THOMAS, et al,

9 Plaintiffs,

10 V.

11
12 EXPERIAN INFORMATION SOLUTIONS,
13 INC.

14
15 Defendant.
16

Case No. 2:13-cv-02674-MCE-CKD

STIPULATED
PROTECTIVE ORDER

17
18 IT IS HEREBY STIPULATED by and between Plaintiff and Defendant Experian
19 Information Solutions, Inc. (“Experian”), through their respective attorneys of record, as
20 follows:
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22 WHEREAS, documents and information have been and may be sought, produced
23 or exhibited by and among the parties to this action relating to trade secrets, confidential
24 research, development, technology or other proprietary information belonging to the
25 defendants and/or personal income, credit and other confidential information of Plaintiff.
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27 1. This Order shall govern the use, handling and disclosure of all documents,
28 testimony or information produced or given in this action which are designated to be

PROTECTIVE ORDER, THOMAS V EXPERIAN INFORMATION SOLUTIONS, NO. 2:13-CV-02674 MCE CKD

1 subject to this Order in accordance with the terms hereof.

2 2. Any party or non-party producing or filing documents or other materials in
3 this action may designate such materials and the information contained therein subject to
4 this Order by typing or stamping on the front of the document, or on the portion(s) of the
5 document for which confidential treatment is designated, “Confidential.”
6

7 3. If a Producing Party believes in good faith that, despite the provisions of
8 this Protective Order, there is a substantial risk of identifiable harm if particular
9 documents it designates as “Confidential” are disclosed to all other Parties or non-parties
10 to this action, the Producing Party may designate those Particular documents as
11 “Confidential—Attorneys’ Eyes Only.”
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13 4. To the extent any motions, briefs, pleadings, deposition transcripts, or other
14 papers to be filed with the Court incorporate documents or information subject to this
15 Order, the party shall first comply with Local Rule 141.
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17 5. All documents, transcripts, or other materials subject to this Order, and all
18 information derived therefrom (including, but not limited to, all testimony, deposition, or
19 otherwise, that refers, reflects or otherwise discusses any information designated
20 Confidential hereunder), shall not be used, directly or indirectly, by any person ,
21 including the other defendants, for any business, commercial or competitive purposes or
22 for any purpose whatsoever other than solely for the preparation and trial of this action
23 in accordance with the provisions of this Order.
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27 6. Except with the prior written consent of the individual or entity designating
28 a document or portions of a document as “Confidential,” or pursuant to prior Order after

1 notice, any document, transcript or pleading given “Confidential” treatment under this
2 Order, and any information contained in, or derived from any such materials (including
3 but not limited to, all deposition testimony that refers, reflects or otherwise discusses any
4 information designated confidential hereunder) may not be disclosed other than in
5 accordance with this Order and may not be disclosed to any person other than: (a) the
6 Court and its officers; (b) parties to this litigation; (c) counsel for the parties, whether
7 retained counsel or in-house counsel and employees of counsel assigned to assist such
8 counsel in the preparation of this litigation; (d) fact witnesses subject to a proffer to the
9 Court or a stipulation of the parties that such witnesses need to know such information;
10 and (e) present or former employees of the producing party in connection with their
11 depositions in this action (provided that no former employees shall be shown documents
12 prepared after the date of his or her departure) and (f) experts specifically retained as
13 consultants or expert witnesses in connection with this litigation.
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18 7. Except with the prior written consent of the individual or entity designating
19 a document or portions of a document as “Confidential—Attorneys’ Eyes Only”, or
20 pursuant to prior Order after notice, any document, transcript or pleading given
21 “Confidential—Attorneys Eyes Only” treatment under this Order, and any information
22 contained in, or derived from any such materials (including but not limited to, all
23 deposition testimony that refers, reflects or otherwise discusses any information
24 designated confidential hereunder) may not be disclosed other than in accordance with
25 this Order and may not be disclosed to any person other than: (a) the Receiving Party’s
26 Outside Counsel of record in this action, as well as employees of said Counsel to whom
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1 it is reasonably necessary to disclose the information for this litigation and who have
2 signed the “Declaration of Compliance” that is attached hereto as Exhibit A; (b) Experts
3 specifically retained as consultants or expert witnesses in connection with this litigation
4 who have signed the “Declaration of Compliance” (Exhibit A); (c) the Court and its
5 personnel; (d) court reporters, their staffs, and professional vendors to whom disclosure
6 is reasonably necessary for this litigation and who have signed the “Declaration of
7 Compliance” (Exhibit A); and (e) the author of the document or the original source of
8 the information.
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11 8. Documents produced pursuant to this Order shall not be made available to
12 any experts retainer as consultants or expert witnesses in connection with this litigation
13 unless he or she shall have first read this Order, and has agreed to be bound by this
14 Order.
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16 9. All persons receiving any or all documents produced pursuant to this Order
17 shall be advised of their confidential nature. All persons to whom confidential
18 information and/or documents are disclosed are hereby enjoined from disclosing same to
19 any person except as provided herein, and are further enjoined from using same except
20 in the preparation for and trial of the above-captioned action between the named parties
21 thereto. No person receiving or reviewing such confidential documents, information or
22 transcript shall disseminate or disclose them to any person other than those described
23 above in Paragraph 6 and Paragraph 7 and for the purposes specified, and in no event
24 shall such person make any other use of such document or transcript.
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28 10. Nothing in this Order shall prevent a party from using at trial any

1 information or materials designated “Confidential” or “Confidential—Attorneys’ Eyes
2 Only.

3 11. This Order has been agreed to by the parties to facilitate discovery and the
4 production of relevant evidence in this action. Neither the entry of this Order, nor the
5 designation of any information, document, or the like as “Confidential,” or
6 “Confidential—Attorneys’ Eyes Only nor the failure to make such designation, shall
7 constitute evidence with respect to any issue in this action.
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10 12. Within sixty (60) days after the final termination of this litigation, all
11 documents, transcripts, or other materials afforded confidential treatment pursuant to
12 this Order, including any extracts, summaries or compilations taken therefrom, but
13 excluding any materials which in the good faith judgment of counsel are work product
14 materials, shall be returned to the individual or entity having produced or furnished
15 same.
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18 13. In the event that any party to this litigation disagrees at any point in these
19 proceedings with any designation made under this Protective Order, the parties shall first
20 try to resolve such dispute in good faith on an informal basis in accordance with Civil
21 Local Rules. If the dispute cannot be resolved, the party objecting to the designation
22 may seek appropriate relief from this Court. During the pendency of any challenge to
23 the designation of a document or information, the designated document or information
24 shall continue to be treated as “Confidential” or “Confidential—Attorneys’ Eyes Only
25 subject to the provisions of this Protective Order.
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28 14. Nothing herein shall affect or restrict the rights of any party with respect to

1 its own documents or to the information obtained or developed independently of
2 documents, transcripts and materials afforded confidential treatment pursuant to this
3 Order.

4
5 15. The Court retains the right to allow disclosure of any subject covered by
6 this stipulation or to modify this stipulation at any time in the interest of justice.

7
8 Date: June 16, 2014

/s/ Mark F. Anderson
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Attorney for Plaintiffs

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14 Date: June 16, 2014

/s/ Nandini Iyer
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Counsel for Experian Information Solutions,
Inc.

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21 **ORDER**

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23 Based upon the parties' stipulation and for good cause shown, IT IS SO
24 ORDERED.

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26 Dated: June 24, 2014

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CAROLYN K. DELANEY
UNITED STATES MAGISTRATE JUDGE

1 EXHIBIT A

2 DECLARATION OF COMPLIANCE

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4 I, _____, declare as follows:

5 1. My address is _____.

6 2. My present employer is _____.

7 3. My present occupation or job description is _____.

8 4 I have received a copy of the Stipulated Protective Order entered in this
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10 action on June ____, 2014.

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12 5. I have carefully read and understand the provisions of this Stipulated
13 Protective Order.

14 6. I will comply with all provisions of this Stipulated Protective Order.

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16 7. I will hold in confidence, and will not disclose to anyone not qualified
17 under the Stipulated Protective Order, any information, documents or other materials
18 produced subject to this Stipulated Protective Order.

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

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23 9. Upon termination of this action, or upon request, I will return and deliver
24 all information, documents or other materials produced subject to this Stipulated
25 Protective Order, and all documents or things which I have prepared relating thereto,
26 which documents are the subject of the Stipulated Protective Order, to my counsel in this
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1 action, or to counsel for the party by whom I am employed or retained or from whom I
2 received the documents.

3 10. I hereby submit to the jurisdiction of this Court for the purposes of
4 enforcing the Stipulated Protective Order in this Action.
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6
7 I declare under penalty of perjury under the laws of the United States that the
8 following is true and correct.

9 Executed this ____ day of _____, 2014 at _____.
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12 _____
13 QUALIFIED PERSON
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