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10 Attorneys for Defendant  
11 VEROS CREDIT, LLC

12 **UNITED STATES DISTRICT COURT**

13 **EASTERN DISTRICT OF CALIFORNIA — SACRAMENTO DIVISION**

14  
15 YOLANDA COSPER, FRED LUMPKIN, and  
16 SEBASTIAN MCGHEE, individually and on  
behalf of all others similarly situated,

17 Plaintiffs,

18 vs.

19 VEROS CREDIT, LLC,

20 Defendant.

Case No. 2:15-cv-01752 MCE CKD  
The Hon. Morrison C. England, Jr.  
Ctrm. 7

**CLASS ACTION**

**STIPULATED PROTECTIVE ORDER**

Action Filed: August 18, 2015  
Trial Date: None Set

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1           **1.       PURPOSES AND LIMITATIONS**

2           Discovery in this action is likely to involve production of confidential, proprietary, or  
3 private information for which special protection from public disclosure and from use for any  
4 purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby  
5 stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties  
6 acknowledge that this Order does not confer blanket protections on all disclosures or responses to  
7 discovery and that the protection it affords from public disclosure and use extends only to the  
8 limited information or items that are entitled to confidential treatment under the applicable legal  
9 principles. The parties further acknowledge, as set forth below, that this Stipulated Protective  
10 Order does not entitle them to file confidential information under seal; Local Rule 141 sets forth  
11 the procedures that must be followed and the standards that will be applied when a party seeks  
12 permission from the court to file material under seal.

13           **2.       GOOD CAUSE STATEMENT**

14           This action is likely to involve trade secrets, customer and pricing lists and other valuable  
15 research, development, commercial, financial, technical and/or proprietary information for which  
16 special protection from public disclosure and from use for any purpose other than prosecution of  
17 this action is warranted. Such confidential and proprietary materials and information consist of,  
18 among other things, confidential business or financial information, information regarding  
19 confidential business practices, or other confidential research, development, or commercial  
20 information (including information implicating privacy rights of third parties), information  
21 otherwise generally unavailable to the public, or which may be privileged or otherwise protected  
22 from disclosure under state or federal statutes, court rules, case decisions, or common law.  
23 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes  
24 over confidentiality of discovery materials, to adequately protect information the parties are  
25 entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of  
26 such material in preparation for and in the conduct of trial, to address their handling at the end of  
27 the litigation, and serve the ends of justice, a protective order for such information is justified in  
28 this matter. It is the intent of the parties that information will not be designated as confidential for

1 tactical reasons and that nothing be so designated without a good faith belief that it has been  
2 maintained in a confidential, non-public manner, and there is good cause why it should not be part  
3 of the public record of this case.

4           3.       **DEFINITIONS**

5                   3.1       Action: the above referenced lawsuit, *Cosper et al. v. Veros Credit LLC*,  
6 currently pending in the Eastern District of California, Case No. 2:15-cv-01752-MCE-CKD.

7                   3.2       Challenging Party: a Party or Non-Party that challenges the designation of  
8 information or items under this Order.

9                   3.3       “CONFIDENTIAL” Information or Items: information (regardless of how  
10 it is generated, stored or maintained) or tangible things that qualify for protection under Federal  
11 Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

12                   3.4       Counsel: Outside Counsel of Record and House Counsel (as well as their  
13 support staff).

14                   3.5       Designating Party: a Party or Non-Party that designates information or  
15 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

16                   3.6       Disclosure or Discovery Material: all items or information, regardless of the  
17 medium or manner in which it is generated, stored, or maintained (including, among other things,  
18 testimony, transcripts, and tangible things), that are produced or generated in disclosures or  
19 responses to discovery in this matter.

20                   3.7       Expert: a person with specialized knowledge or experience in a matter  
21 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert  
22 witness or as a consultant in this Action.

23                   3.8       House Counsel: attorneys who are employees of a party to this Action.  
24 House Counsel does not include Outside Counsel of Record or any other outside counsel.

25                   3.9       Non-Party: any natural person, partnership, corporation, association, or  
26 other legal entity not named as a Party to this action.

27                   3.10      Outside Counsel of Record: attorneys who are not employees of a party to  
28 this Action but are retained to represent or advise a party to this Action and have appeared in this

1 Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of  
2 that party, and includes support staff.

3 3.11 Party: any party to this Action, including all of its officers, directors,  
4 employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

5 3.12 Producing Party: a Party or Non-Party that produces Disclosure or  
6 Discovery Material in this Action.

7 3.13 Professional Vendors: persons or entities that provide litigation support  
8 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
9 organizing, storing, or retrieving data in any form or medium) and their employees and  
10 subcontractors.

11 3.14 Protected Material: any Disclosure or Discovery Material that is designated  
12 as “CONFIDENTIAL.”

13 3.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
14 from a Producing Party.

15 4. **SCOPE**

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

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

22 5. **DURATION**

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

3           **6.       DESIGNATING PROTECTED MATERIAL**

4           6.1       Exercise of Restraint and Care in Designating Material for Protection. Each  
5 Party or Non-Party that designates information or items for protection under this Order must take  
6 care to limit any such designation to specific material that qualifies under the appropriate  
7 standards. The Designating Party must designate for protection only those parts of material,  
8 documents, items, or oral or written communications that qualify so that other portions of the  
9 material, documents, Items, or communications for which protection is not warranted are not  
10 swept unjustifiably within the ambit of this Order.

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

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

18           Designation in conformity with this Order requires:

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

25           A Party or Non-Party that makes original documents available for inspection need not  
26 designate them for protection until after the inspecting Party has indicated which documents it  
27 would like copied and produced. During the inspection and before the designation, all of the  
28 material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting

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

7 (b) for testimony given in depositions that the Designating Party  
8 identify the Disclosure or Discovery Material on the record, before the close of the deposition all  
9 protected testimony.

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

15 6.2 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
16 to designate qualified information or items does not, standing alone, waive the Designating Party’s  
17 right to secure protection under this Order for such material. Upon timely correction of a  
18 designation, the Receiving Party must make reasonable efforts to assure that the material is treated  
19 in accordance with the provisions of this Order.

20 7. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

21 7.1 Timing of Challenges. Any Party or Non-Party may challenge a designation  
22 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

23 7.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
24 process.

25 7.3 The burden of persuasion in any such challenge proceeding shall be on the  
26 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass  
27 or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party  
28 to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality

1 designation, all parties shall continue to afford the material in question the level of protection to  
2 which it is entitled under the Producing Party's designation until the Court rules on the challenge.

3 **8. ACCESS TO AND USE OF PROTECTED MATERIAL**

4 8.1 Basic Principles. A Receiving Party may use Protected Material that is  
5 disclosed or produced by another Party or by a Non-Party in connection with this Action only for  
6 prosecuting, defending, or attempting to settle this Action. Such Protected Material may be  
7 disclosed only to the categories of persons and under the conditions described in this Order. When  
8 the Action has been terminated, a Receiving Party must comply with the provisions of section 14  
9 below (FINAL DISPOSITION).

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

12 8.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
13 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may  
14 disclose any information or item designated "CONFIDENTIAL" only to:

15 (a) the Receiving Party's Outside Counsel of Record in this  
16 Action, as well as employees of said Outside Counsel of Record to whom it is reasonably  
17 necessary to disclose the information for this Action;

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

20 (c) Experts (as defined in this Order) of the Receiving Party to  
21 whom disclosure is reasonably necessary for this Action and who have signed the  
22 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

23 (d) the court and its personnel;

24 (e) court reporters and their staff;

25 (f) professional jury or trial consultants, mock jurors, and  
26 Professional Vendors to whom disclosure is reasonably necessary for this Action and who have  
27 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

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

3 (h) during their depositions, witnesses, and attorneys for  
4 witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
5 party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be  
6 permitted to keep any confidential information unless they sign the “Acknowledgment and  
7 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or  
8 ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that  
9 reveal Protected Material may be separately bound by the court reporter and may not be disclosed  
10 to anyone except as permitted under this Stipulated Protective Order; and

11 (i) any mediator or settlement officer, and their supporting  
12 personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

13 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
14 **OTHER LITIGATION**

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

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

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

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

26 If the Designating Party timely seeks a protective order, the Party served with the subpoena  
27 or court order shall not produce any information designated in this action as “CONFIDENTIAL”  
28 before a determination by the court from which the subpoena or order issued, unless the Party has

1 obtained the Designating Party's permission. The Designating Party shall bear the burden and  
2 expense of seeking protection in that court of its confidential material and nothing in these  
3 provisions should be construed as authorizing or encouraging a Receiving Party in this Action to  
4 disobey a lawful directive from another court.

5           10.     **A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
6 **PRODUCED IN THIS LITIGATION**

7           10.1    The terms of this Order are applicable to information produced by a Non-  
8 Party in this Action and designated as "CONFIDENTIAL." Such information produced by Non-  
9 Parties in connection with this litigation is protected by the remedies and relief provided by this  
10 Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking  
11 additional protections.

12           10.2    In the event that a Party is required, by a valid discovery request, to produce  
13 a Non-Party's confidential information in its possession, and the Party is subject to an agreement  
14 with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

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

18                   (b)     promptly provide the Non-Party with a copy of the  
19 Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably  
20 specific description of the information requested; and

21                   (c)     make the information requested available for inspection by  
22 the Non-Party, if requested.

23           10.3    If the Non-Party fails to seek a protective order from this court within 14  
24 days of receiving the notice and accompanying information, the Receiving Party may produce the  
25 Non-Party's confidential information responsive to the discovery request. If the Non-Party timely  
26 seeks a protective order, the Receiving Party shall not produce any information in its possession or  
27 control that is subject to the confidentiality agreement with the Non-Party before a determination  
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1 by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
2 of seeking protection in this court of its Protected Material.

3 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

11 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
12 **PROTECTED MATERIAL**

13 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
14 produced material is subject to a claim of privilege or other protection, the obligations of the  
15 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This  
16 provision is not intended to modify whatever procedure may be established in an e-discovery order  
17 that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence  
18 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a  
19 communication or information covered by the attorney-client privilege or work product protection,  
20 the parties may incorporate their agreement in the stipulated protective order submitted to the  
21 court.

22 **13. MISCELLANEOUS**

23 13.1 Right to Further Relief. Nothing in this Order abridges the right of any  
24 person to seek its modification by the Court in the future.

25 13.2 Right to Assert Other Objections. By stipulating to the entry of this  
26 Protective Order no Party waives any right it otherwise would have to object to disclosing or  
27 producing any information or item on any ground not addressed in this Stipulated Protective  
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1 Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of  
2 the material covered by this Protective Order.

3           13.3 Filing Protected Material. A Party that seeks to file under seal any Protected  
4 Material must comply with Local Rule 141. Protected Material may only be filed under seal  
5 pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a  
6 Party's request to file Protected Material under seal is denied by the court, then the Receiving  
7 Party may file the information in the public record unless otherwise instructed by the court.

8           14.     **FINAL DISPOSITION**

9           After the final disposition of this Action, as defined in paragraph 3.1, within 60 days of a  
10 written request by the Designating Party, each Receiving Party must return all Protected Material  
11 to the Producing Party or destroy such material. As used in this subdivision, “all Protected  
12 Material” includes all copies, abstracts, compilations, summaries, and any other format  
13 reproducing or capturing any of the Protected Material. Whether the Protected Material is returned  
14 or destroyed, the Receiving Party must submit a written certification to the Producing Party (and,  
15 if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
16 (by category, where appropriate) all the Protected Material that was returned or destroyed and (2)  
17 affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or  
18 any other format reproducing or capturing any of the Protected Material. Notwithstanding this  
19 provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial,  
20 deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial  
21 exhibits, expert reports, attorney work product, and consultant and expert work product, even if  
22 such materials contain Protected Material. Any such archival copies that contain or constitute  
23 Protected Material remain subject to this Protective Order as set forth in Section 5 (DURATION).

24           15.     Any violation of this Order may be punished by any and all appropriate measures  
25 including, without limitation, contempt proceedings and/or monetary sanctions.

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

27  
28

1 DATED: January \_\_\_\_, 2018

SEVERSON & WERSON  
A Professional Corporation

2  
3 By:           /s/ Rebecca S. Saelao            
4 Scott J. Hyman  
5 Rebecca S. Saelao

6 Attorneys for Defendant VEROS CREDIT, LLC

7  
8 DATED: January \_\_\_\_, 2018

KEMNITZER, BARRON & KRIEG, LLP

9  
10 By:           /s/ Elliott Jason Conn            
11 Bryan Kemnitzer  
12 Kristin Kemnitzer  
13 Elliot Jason Conn

14 Attorneys for Plaintiffs YOLANDA COSPER, FRED  
15 LUMPKIN, SEBASTIAN MCGHEE and the Putative  
16 Class

17 I, Rebecca S. Saelao, am the ECF user whose identification and password are being used to file  
18 this Stipulation. I hereby attest that the above signatory has concurred in this filing.

19 By:           /s/ Rebecca S. Saelao          

20  
21 For good cause shown, IT IS SO ORDERED.

22 Dated: April 13, 2018

23           Carolyn K. Delaney            
24 CAROLYN K. DELANEY  
25 UNITED STATES MAGISTRATE JUDGE  
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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_, of \_\_\_\_\_, 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 \_\_\_\_\_ in the case of *Cosper et al. v. Veros Credit LLC*, currently pending in the Eastern District of California, Case No. 2:15-cv-01752-MCE-CKD. 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 \_\_\_\_\_, of \_\_\_\_\_, 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: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Signature: \_\_\_\_\_