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**IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

LESLIE WEGER,

Plaintiff,

v.

PORTFOLIO RECOVERY  
ASSOCIATES, LLC,

Defendant.

**Case No. 2:17-cv-01719-JAM-EFB**

**ORDER GRANTING JOINT  
MOTION FOR PROTECTIVE  
ORDER**

Complaint Filed: August 18, 2017

Hon. Judge John A. Mendez  
Hon. Magistrate Judge Edmund F.  
Brennan

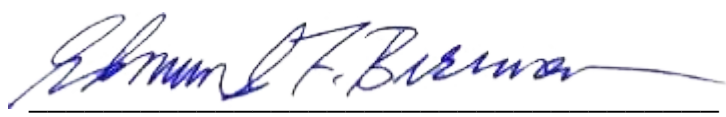
**ORDER**

Pursuant to the parties' Joint Motion for Protective Order, and good cause appearing, it is hereby ordered that:

The Protective Order agreed to by the Parties, and attached hereto, be ordered effective by the Court.

IT IS SO ORDERED.

DATED: April 3, 2018.



Edmund F. Brennan  
United States Magistrate Judge

1 **PROTECTIVE ORDER**

2 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, Plaintiff,  
3 LESLIE WEGER and Defendant, PORTFOLIO RECOVERY ASSOCIATES, LLC,  
4 by undersigned counsel, hereby jointly agree and stipulate to the following  
5 provisions with respect to all Parties' confidential documents and information in the  
6 above-captioned litigation:

7 1. **PURPOSES AND LIMITATIONS**

8 Disclosure and discovery activity in this action are likely to involve production of  
9 confidential, proprietary, or private information for which special protection from  
10 public disclosure and from use for any purpose other than prosecuting this litigation  
11 may be warranted. Accordingly, plaintiff LESLIE WEGER and defendant  
12 PORTFOLIO RECOVERY ASSOCIATES, LLC (“the parties”) hereby stipulate to  
13 and petition the court to enter the following Stipulated Protective Order. The parties  
14 acknowledge that this Order does not confer blanket protections on all disclosures or  
15 responses to discovery and that the protection it affords from public disclosure and  
16 use extends only to the limited information or items that are entitled to confidential  
17 treatment under the applicable legal principles. The parties further acknowledge, as  
18 set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle  
19 them to file confidential information under seal; Civil Local Rule 141 sets forth the  
20 procedures that must be followed and the standards that will be applied when a party  
21 seeks permission from the court to file material under seal.

22 2. **DEFINITIONS**

23 2.1 **Challenging Party:** a Party or Non-Party that challenges the designation of  
24 information or items under this Order.

25 2.2 **“CONFIDENTIAL” Information or Items:** information (regardless of how it  
26 is generated, stored or maintained) or tangible things that qualify for protection  
27 under Federal Rule of Civil Procedure 26(c).

1 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel  
2 (as well as their support staff).

3 2.4 Designating Party: a Party or Non-Party that designates information or items  
4 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

5 2.5 Disclosure or Discovery Material: all items or information, regardless of the  
6 medium or manner in which it is generated, stored, or maintained (including, among  
7 other things, testimony, transcripts, and tangible things), that are produced or  
8 generated in disclosures or responses to discovery in this matter.

9 2.6 Expert: a person with specialized knowledge or experience in a matter  
10 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
11 an expert witness or as a consultant in this action.

12 2.7 House Counsel: attorneys who are employees of a party to this action. House  
13 Counsel does not include Outside Counsel of Record or any other outside counsel.

14 2.8 Non-Party: any natural person, partnership, corporation, association, or other  
15 legal entity not named as a Party to this action.

16 2.9 Outside Counsel of Record: attorneys who are not employees of a party to  
17 this action but are retained to represent or advise a party to this action and have  
18 appeared in this action on behalf of that party or are affiliated with a law firm which  
19 has appeared on behalf of that party.

20 2.10 Party: any party to this action, including all of its officers, directors,  
21 employees, consultants, retained experts, and Outside Counsel of Record (and their  
22 support staffs).

23 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
24 Material in this action.

25 2.12 Professional Vendors: persons or entities that provide litigation support  
26 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
27 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
28 and their employees and subcontractors.

1 2.13 Protected Material: any Disclosure or Discovery Material that is designated  
2 as “CONFIDENTIAL.”

3 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from  
4 a Producing Party.

5 3. SCOPE

6 The protections conferred by this Stipulation and Order cover not only Protected  
7 Material (as defined above), but also (1) any information copied or extracted from  
8 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
9 Material; and (3) any testimony, conversations, or presentations by Parties or their  
10 Counsel that might reveal Protected Material. However, the protections conferred by  
11 this Stipulation and Order do not cover the following information: (a) any  
12 information that is in the public domain at the time of disclosure to a Receiving  
13 Party or becomes part of the public domain after its disclosure to a Receiving Party  
14 as a result of publication not involving a violation of this Order, including becoming  
15 part of the public record through trial or otherwise; and (b) any information known  
16 to the Receiving Party prior to the disclosure or obtained by the Receiving Party  
17 after the disclosure from a source who obtained the information lawfully and under  
18 no obligation of confidentiality to the Designating Party. Any use of Protected  
19 Material at trial shall be governed by a separate agreement or order.

20 4. DURATION

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

1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
3 Party or Non-Party that designates information or items for protection under this  
4 Order must take care to limit any such designation to specific material that qualifies  
5 under the appropriate standards. The Designating Party must designate for  
6 protection only those parts of material, documents, items, or oral or written  
7 communications that qualify – so that other portions of the material, documents,  
8 items, or communications for which protection is not warranted are not swept  
9 unjustifiably within the ambit of this Order.

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

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

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

23 Designation in conformity with this Order requires:

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

3 A Party or Non-Party that makes original documents or materials available for  
4 inspection need not designate them for protection until after the inspecting Party has  
5 indicated which material it would like copied and produced. During the inspection  
6 and before the designation, all of the material made available for inspection shall be  
7 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
8 documents it wants copied and produced, the Producing Party must determine which  
9 documents, or portions thereof, qualify for protection under this Order. Then, before  
10 producing the specified documents, the Producing Party must affix the  
11 “CONFIDENTIAL” legend to each page that contains Protected Material. If only a  
12 portion or portions of the material on a page qualifies for protection, the Producing  
13 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
14 markings in the margins).

15 (b) for testimony given in deposition or in other pretrial or trial proceedings, that  
16 the Designating Party identify on the record, before the close of the deposition,  
17 hearing, or other proceeding, all protected testimony.

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

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
25 to designate qualified information or items does not, standing alone, waive the  
26 Designating Party’s right to secure protection under this Order for such material.  
27 Upon timely correction of a designation, the Receiving Party must make reasonable  
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1 efforts to assure that the material is treated in accordance with the provisions of this  
2 Order.

### 3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation  
5 of confidentiality at any time. Unless a prompt challenge to a Designating Party's  
6 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,  
7 unnecessary economic burdens, or a significant disruption or delay of the litigation,  
8 a Party does not waive its right to challenge a confidentiality designation by electing  
9 not to mount a challenge promptly after the original designation is disclosed.

10 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
11 process by providing written notice of each designation it is challenging and  
12 describing the basis for each challenge. To avoid ambiguity as to whether a  
13 challenge has been made, the written notice must recite that the challenge to  
14 confidentiality is being made in accordance with this specific paragraph of the  
15 Protective Order. The parties shall attempt to resolve each challenge in good faith  
16 and must begin the process by conferring directly (in voice to voice dialogue; other  
17 forms of communication are not sufficient) within 14 days of the date of service of  
18 notice. In conferring, the Challenging Party must explain the basis for its belief that  
19 the confidentiality designation was not proper and must give the Designating Party  
20 an opportunity to review the designated material, to reconsider the circumstances,  
21 and, if no change in designation is offered, to explain the basis for the chosen  
22 designation. A Challenging Party may proceed to the next stage of the challenge  
23 process only if it has engaged in this meet and confer process first or establishes that  
24 the Designating Party is unwilling to participate in the meet and confer process in a  
25 timely manner.

26 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court  
27 intervention, the Designating Party shall file and serve a motion to retain  
28 confidentiality (and in compliance with Eastern District Local Rules 141 and 141.1,

1 if applicable) within 21 days of the initial notice of challenge or within 14 days of  
2 the parties agreeing that the meet and confer process will not resolve their dispute,  
3 whichever is earlier. Each such motion must be accompanied by a competent  
4 declaration affirming that the movant has complied with the meet and confer  
5 requirements imposed in the preceding paragraph. Failure by the Designating Party  
6 to make such a motion including the required declaration within 21 days (or 14  
7 days, if applicable) shall automatically waive the confidentiality designation for  
8 each challenged designation. In addition, the Challenging Party may file a motion  
9 challenging a confidentiality designation at any time if there is good cause for doing  
10 so, including a challenge to the designation of a deposition transcript or any portions  
11 thereof. Any motion brought pursuant to this provision must be accompanied by a  
12 competent declaration affirming that the movant has complied with the meet and  
13 confer requirements imposed by the preceding paragraph.

14 The burden of persuasion in any such challenge proceeding shall be on the  
15 Designating Party. Frivolous challenges, and those made for an improper purpose  
16 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
17 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
18 the confidentiality designation by failing to file a motion to retain confidentiality as  
19 described above, all parties shall continue to afford the material in question the level  
20 of protection to which it is entitled under the Producing Party's designation until the  
21 court rules on the challenge.

## 22 7. ACCESS TO AND USE OF PROTECTED MATERIAL

23 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
24 disclosed or produced by another Party or by a Non-Party in connection with this  
25 case only for prosecuting, defending, or attempting to settle this litigation. Such  
26 Protected Material may be disclosed only to the categories of persons and under the  
27 conditions described in this Order. When the litigation has been terminated, a  
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1 Receiving Party must comply with the provisions of section 13 below (FINAL  
2 DISPOSITION).

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

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
7 ordered by the court or permitted in writing by the Designating Party, a Receiving  
8 Party may disclose any information or item designated “CONFIDENTIAL” only to:

9 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as  
10 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
11 disclose the information for this litigation and who have signed the  
12 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
13 A;

14 (b) the officers, directors, and employees (including House Counsel) of the  
15 Receiving Party to whom disclosure is reasonably necessary for this litigation and  
16 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

20 (d) a jury, the court and its personnel;

21 (e) court reporters and their staff, professional jury or trial consultants, mock jurors,  
22 and Professional Vendors to whom disclosure is reasonably necessary for this  
23 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”  
24 (Exhibit A);

25 (f) during their depositions, witnesses in the action to whom disclosure is  
26 reasonably necessary and who have signed the “Acknowledgment and Agreement to  
27 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered  
28 by the court. Pages of transcribed deposition testimony or exhibits to depositions

1 that reveal Protected Material must be separately bound by the court reporter and  
2 may not be disclosed to anyone except as permitted under this Stipulated Protective  
3 Order.

4 (g) the author or recipient of a document containing the information or a custodian  
5 or other person who otherwise possessed or knew the information.

6 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
7 IN OTHER LITIGATION

8 If a Party is served with a subpoena or a court order issued in other litigation that  
9 compels disclosure of any information or items designated in this action as  
10 “CONFIDENTIAL,” that Party must:

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

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

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

19 If the Designating Party timely seeks a protective order, the Party served with the  
20 subpoena or court order shall not produce any information designated in this action  
21 as “CONFIDENTIAL” before a determination by the court from which the  
22 subpoena or order issued, unless the Party has obtained the Designating Party’s  
23 permission. The Designating Party shall bear the burden and expense of seeking  
24 protection in that court of its confidential material – and nothing in these provisions  
25 should be construed as authorizing or encouraging a Receiving Party in this action  
26 to disobey a lawful directive from another court.

27 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
28 PRODUCED IN THIS LITIGATION

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

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

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

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

16 (3) make the information requested available for inspection by the Non-Party.

17 (c) If the Non-Party fails to object or seek a protective order from this court within  
18 21 days of receiving the notice and accompanying information, the Receiving Party  
19 may produce the Non-Party’s confidential information responsive to the discovery  
20 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
21 not produce any information in its possession or control that is subject to the  
22 confidentiality agreement with the Non-Party before a determination by the court.  
23 Absent a court order to the contrary, the Non-Party shall bear the burden and  
24 expense of seeking protection in this court of its Protected Material.

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

26 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
27 Protected Material to any person or in any circumstance not authorized under this  
28 Stipulated Protective Order, the Receiving Party must immediately (a) notify in

1 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
2 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
3 persons to whom unauthorized disclosures were made of all the terms of this Order,  
4 and (d) request such person or persons to execute the “Acknowledgment and  
5 Agreement to Be Bound” that is attached hereto as Exhibit A.

6 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
7 PROTECTED MATERIAL

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

18 Pursuant to Federal Rule of Civil Procedure 26(b)(5)(B), if a Producing Party  
19 inadvertently discloses information in connection with the pending litigation to the  
20 Receiving Party that the Producing Party thereafter claims to be privileged or  
21 protected by the attorney-client privilege or attorney work product protection  
22 (“Disclosed Protected Information”), the disclosure of the Disclosed Protected  
23 Information shall not constitute or be deemed a waiver or forfeiture of any claim of  
24 privilege or work product protection that the Producing Party would otherwise be  
25 entitled to assert with respect to the Disclosed Protected Information and its subject  
26 matter in this proceeding or in any other federal or state proceeding.

27 In the event a Producing Party makes such an inadvertent disclosure, the Producing  
28 Party must promptly notify the Receiving Party in writing of the attorney-client

1 privilege or work product protection with respect to Disclosed Protected  
2 Information, and the basis for making that claim. The Receiving Party must—unless  
3 it contests the claim of attorney-client privilege or work product protection—within  
4 five business days of receipt of that writing, (i) return or destroy all copies of the  
5 Disclosed Protected Information, and (ii) provide a certification of counsel that all  
6 of the Disclosed Protected Information has been returned or destroyed. Within five  
7 business days after assertion of attorney-client privilege or work product protection  
8 with respect to Disclosed Protected Information, the Producing Party must produce a  
9 privilege log with respect to the Disclosed Protected Information. Should the  
10 Receiving Party in good faith contest the asserted privilege or protection, the Parties  
11 agree to promptly present the information to the Court under seal for determination  
12 of the claim. Pending determination of the claim, the Receiving Party must sequester  
13 the Disclosed Protected Information and not use the Disclosed Protected  
14 Information or disclose it to any person other than as required by law. Also, pending  
15 determination of the claim, the Producing Party must preserve the information until  
16 the claim is resolved.

## 17 12. MISCELLANEOUS

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person  
19 to seek its modification by the Court in the future.

20 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
21 Order no Party waives any right it otherwise would have to object to disclosing or  
22 producing any information or item on any ground not addressed in this Stipulated  
23 Protective Order. Similarly, no Party waives any right to object on any ground to use  
24 in evidence of any of the material covered by this Protective Order.

25 12.3 Filing Protected Material. Nothing shall be filed under seal, and the Court  
26 shall not be required to take any action, without separate prior order by the Judge  
27 before whom the hearing or proceeding will take place, after application by the  
28 affected party with appropriate notice to opposing counsel. ~~The parties shall follow~~

1 ~~and abide by applicable law, including Civ. L.R. 141, ECF Administrative Policies~~  
2 ~~and Procedures, Section II.j, and the chambers' rules, with respect to filing~~  
3 ~~documents under seal.~~ Confidential material may only be filed under seal pursuant  
4 to a court order authorizing the sealing of the specific Confidential material at issue.  
5 Pursuant to Civil Local Rule 141, a sealing order will issue only upon a request  
6 establishing that the Confidential material at issue is privileged, and/or violates  
7 privacy or official information interests recognized by law, or is otherwise entitled  
8 to protection under the law.

9 12.4 Modification of Protective Order: The Court may modify the protective order  
10 in the interests of justice or for public policy reasons.

### 11 13. FINAL DISPOSITION

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

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2

3 Dated: March \_\_\_\_, 2018 PRA Group Inc.  
4 /s/ Nathan A. Searles  
5 Nathan A. Searles  
6 Attorney for Defendant  
Portfolio Recovery Associates, LLC

7 Dated: March \_\_\_\_, 2018 LESLIE WEGER  
8 /s/ Amy L.B. Ginsburg  
9 Amy L.B. Ginsburg  
10 Attorney for Plaintiff LESLIE WEGER

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