

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

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

BILLY STEFFEY,
Plaintiff,
v.
AFFIRM LOAN SERVICES, LLC, et al.,
Defendants.

Case No. 2:24-cv-01397-DAD-CSK
ORDER GRANTING MODIFIED
STIPULATED PROTECTIVE ORDER
(ECF No. 68)

The Court has reviewed the parties' stipulated protective order below (ECF No. 68), and finds it comports with the relevant authorities and the Court's Local Rule. See L.R. 141.1. The Court APPROVES the protective order, subject to the following clarification.

The Court's Local Rules indicate that once an action is closed, it "will not retain jurisdiction over enforcement of the terms of any protective order filed in that action." L.R. 141.1(f); see *Bylin Heating Sys., Inc. v. Thermal Techs., Inc.*, 2012 WL 13237584, at *2 (E.D. Cal. Oct. 29, 2012) (noting that courts in the district generally do not retain jurisdiction for disputes concerning protective orders after closure of the case). Thus, the Court will not retain jurisdiction over this protective order once the case is closed.

Dated: October 28, 2024



CHI SOO KIM
UNITED STATES MAGISTRATE JUDGE

4, stef1397.24

1 C. Todd Norris (SBN 181337)
2 **DUANE MORRIS LLP**
3 One Market Plaza
4 Spear Tower, Suite 2200
5 San Francisco, CA 94105-1127
6 Telephone: (415) 957-3000
7 E-mail: ctnorris@duanemorris.com

8 Attorneys for Defendant,
9 TD BANK, N.A.

10 **IN THE UNITED STATES DISTRICT COURT**
11 **FOR THE EASTERN DISTRICT OF CALIFORNIA**

12 BILLY STEFFEY,
13 Plaintiff,

14 v.

15 AFFIRM LOAN SERVICES, LLC;
16 CITIBANK, N.A.; DISCOVER BANK;
17 RC WILLEY HOME FURNISHINGS;
18 TD BANK, N.A.; ROBINHOOD
19 CREDIT, INC. DBA X1, INC.;
20 EQUIFAX INFORMATION
21 SERVICES, LLC; EXPERIAN
22 INFORMATION SOLUTIONS, INC.;
23 AND, TRANS UNION LLC,

24 Defendants.

Case No.: 2:24-cv-01397-CSK

**[DISCOVERY DOCUMENT:
REFERRED TO MAGISTRATE
JUDGE CHI SOO KIM]**

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

Complaint Filed: May 16, 2024

25 **1. A. PURPOSES AND LIMITATIONS**

26 Discovery in this action is likely to involve production of confidential,
27 proprietary, or private information for which special protection from public disclosure
28 and from use for any purpose other than prosecuting this litigation may be warranted.
Accordingly, the parties hereby stipulate to and petition the Court to enter the
following Stipulated Protective Order. The parties acknowledge that this Order does
not confer blanket protections on all disclosures or responses to discovery and that the
protection it affords from public disclosure and use extends only to the limited

1 information or items that are entitled to confidential treatment under the applicable
2 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
3 that this Stipulated Protective Order does not entitle them to file confidential
4 information under seal; Civil Local Rule 141 sets forth the procedures that must be
5 followed and the standards that will be applied when a party seeks permission from
6 the Court to file material under seal.

7 **B. GOOD CAUSE STATEMENT**

8 This action is likely to involve sensitive and confidential personally identifiable
9 information, private customer financial information, trade secrets, and other valuable
10 research, development, commercial, financial, technical, and/or proprietary
11 information for which special protection from public disclosure and from use for any
12 purpose other than prosecution of this action is warranted. Such personally
13 identifiable, confidential, and proprietary materials and information consist of, among
14 other things, names, residential addresses, credit card numbers, financial account
15 numbers, private financial transaction information, confidential debt information,
16 social security numbers, sensitive credit reporting information, confidential business
17 or financial information, information regarding confidential business practices,
18 internal manuals, internal business procedures, etc. or other confidential research,
19 development, or commercial information (including information implicating privacy
20 rights of third parties), information otherwise generally unavailable to the public, or
21 which may be privileged or otherwise protected from disclosure under state or federal
22 statutes, court rules, case decisions, or common law. Accordingly, to expedite the
23 flow of information, to facilitate the prompt resolution of disputes over confidentiality
24 of discovery materials, to adequately protect information the parties are entitled to
25 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
27 the end of the litigation, and serve the ends of justice, a protective order for such
28 information is justified in this matter. It is the intent of the parties that information

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

5 **2. DEFINITIONS**

6 2.1 Action: *Steffey v. Affirm Loan Services, LLC, et al.*, U.S.D.C. for the
7 Eastern District of California, Case No. 2:24-cv-01397-CSK.

8 2.2 Challenging Party: a Party or Non-Party that challenges the designation
9 of information or items under this Order.

10 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
11 how it is generated, stored, or maintained) or tangible things that qualify for protection
12 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
13 Statement.

14 2.4 “CONFIDENTIAL — ATTORNEYS’ EYES ONLY” Information or
15 Items: otherwise “CONFIDENTIAL” information (regardless of how it is generated,
16 stored or maintained) or tangible things where there is a substantial risk of identifiable
17 harm to the Producing Party if particular documents it designates as
18 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” are disclosed to all other parties
19 or non-parties to this action.

20 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
21 their support staff).

22 2.6 Designating Party: a Party or Non-Party that designates information or
23 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL
24 or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

25 2.7 Disclosure or Discovery Material: all items or information, regardless
26 of the medium or manner in which it is generated, stored, or maintained (including,
27 among other things, testimony, transcripts, and tangible things), that are produced or
28 generated in disclosures or responses to discovery in this matter.

1 2.8 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as
3 an expert witness or as a consultant in this Action.

4 2.9 House Counsel: attorneys who are employees of a party to this Action.
5 House Counsel does not include Outside Counsel of Record or any other outside
6 counsel.

7 2.10 Non-Party: any natural person, partnership, corporation, association, or
8 other legal entity not named as a Party to this action.

9 2.11 Outside Counsel of Record: attorneys who are not employees of a party
10 to this Action but are retained to represent or advise a party to this Action and have
11 appeared in this Action on behalf of that party or are affiliated with a law firm which
12 has appeared on behalf of that party, and includes support staff.

13 2.12 Party: any party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and their
15 support staffs).

16 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action.

18 2.14 Professional Vendors: persons or entities that provide litigation support
19 services (e.g., photocopying, videotaping, translating, preparing exhibits or
20 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
21 their employees and subcontractors.

22 2.15 Protected Material: any Disclosure or Discovery Material that is
23 designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES
24 ONLY.”

25 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
26 from a Producing Party.

27 **3. SCOPE**

28 The protections conferred by this Stipulation and Order cover not only Protected

1 Material (as defined above), but also (1) any information copied or extracted from
2 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
3 Material; and (3) any testimony, conversations, or presentations by Parties or their
4 Counsel that might reveal Protected Material.

5 Any use of Protected Material at trial shall be governed by the orders of the trial
6 judge. This Order does not govern the use of Protected Material at trial. In other words,
7 this Order shall govern pretrial proceedings only, and nothing set forth herein prohibits
8 the use at trial of any Confidential Information or affects the admissibility of any
9 evidence. The procedures to govern the use and disclosure of Confidential
10 Information and the redaction of any “Confidential” or “Confidential Information”
11 designation may be the subject of further agreement of the Parties or order of the Court.

12 Nothing herein shall be construed as limiting a Party’s use of its own
13 Confidential Information and such use shall not constitute a waiver of the terms of this
14 Order or the status of such information as Confidential Information. Any of the Parties
15 can remove their designation of Confidential Information from any information it has
16 previously so designated.

17 **4. DURATION**

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

25 **5. DESIGNATING PROTECTED MATERIAL**

26 5.1 Exercise of Restraint and Care in Designating Material for Protection.
27 Each Party or Non-Party that designates information or items for protection under this
28 Order must take care to limit any such designation to specific material that qualifies

1 under the appropriate standards. The Designating Party must designate for protection
2 only those parts of material, documents, items, or oral or written communications that
3 qualify so that other portions of the material, documents, items, or communications
4 for which protection is not warranted are not swept unjustifiably within the ambit of
5 this Order.

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

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

14 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
15 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
16 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
17 under this Order must be clearly so designated before the material is disclosed or
18 produced.

19 Designation in conformity with this Order requires:

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

1 Deposition testimony can be designated by the Parties as Confidential
2 Information. Such designation will be made on the record if possible, but the Parties
3 can designate portions of such testimony as Confidential Information by providing
4 written notice of such designation to the opposing Parties within thirty (30) days of
5 receipt of the transcribed testimony by counsel. Until thirty (30) days after receipt of
6 the transcribed testimony, such testimony shall be treated by the Parties as
7 Confidential Information.

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

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

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

28 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent

1 failure to designate qualified information or items does not, standing alone, waive the
2 Designating Party's right to secure protection under this Order for such material. Upon
3 timely correction of a designation, the Receiving Party must make reasonable efforts
4 to assure that the material is treated in accordance with the provisions of this Order.

5 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
7 designation of confidentiality at any time that is consistent with the Court's Scheduling
8 Order.

9 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
10 resolution process under Local Rule 251.

11 6.3 The burden of persuasion in any such challenge proceeding shall be on
12 the Designating Party. Frivolous challenges, and those made for an improper purpose
13 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
14 expose the Challenging Party to sanctions. Unless the Designating Party has waived
15 or withdrawn the confidentiality designation, all parties shall continue to afford the
16 material in question the level of protection to which it is entitled under the Producing
17 Party's designation until the Court rules on the challenge.

18 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

19 7.1 Basic Principles. A Receiving Party may use Protected Material that is
20 disclosed or produced by another Party or by a Non-Party in connection with this
21 Action only for prosecuting, defending, or attempting to settle this Action. Such
22 Protected Material may be disclosed only to the categories of persons and under the
23 conditions described in this Order. When the Action has been terminated, a Receiving
24 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

28 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless

1 otherwise ordered by the court or permitted in writing by the Designating Party, a
2 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
3 only to:

4 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
5 well as employees of said Outside Counsel of Record to whom it is reasonably
6 necessary to disclose the information for this Action;

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

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

12 (d) the court and its personnel;

13 (e) court reporters and their staff;

14 (f) professional jury or trial consultants, mock jurors, and Professional
15 Vendors to whom disclosure is reasonably necessary for this Action and who have
16 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

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

28 (i) any mediator or settlement officer, and their supporting personnel,

1 mutually agreed upon by any of the parties engaged in settlement discussions.

2 7.3 Disclosure of “CONFIDENTIAL — ATTORNEYS’ EYES ONLY”
3 Information or Items: Except with the prior written consent of the individual or entity
4 designating a document or portions of a document as “Confidential—Attorneys’ Eyes
5 Only,” or pursuant to prior Order after notice, any document, transcript or pleading
6 given “Confidential—Attorneys’ Eyes Only” treatment under this Order, and any
7 information contained in or derived from any such materials (including but not limited
8 to, all deposition testimony that refers to, reflects or otherwise discusses any
9 information designated “Confidential—Attorneys’ Eyes Only” hereunder) may not be
10 disclosed other than in accordance with this Order and may not be disclosed to any
11 person other than:

12 (a) a party’s retained outside counsel of record in this action, as well
13 as employees of said outside counsel to whom it is reasonably necessary to disclose
14 the information for this litigation and who have signed the “Acknowledgement and
15 Agreement to be Bound” that is attached hereto as Exhibit A;

16 (b) experts specifically retained as consultants or expert witnesses in
17 connection with this litigation who have signed the “Acknowledgement and
18 Agreement to be Bound” (Exhibit A);

19 (c) the Court and its personnel;

20 (d) court reporters, their staffs, and professional vendors to whom
21 disclosure is reasonably necessary for this litigation and who have signed the
22 “Acknowledgement and Agreement to be Bound” (Exhibit A); and

23 (e) the author of the document or the original source of the
24 information.]

25 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
26 **PRODUCED IN OTHER LITIGATION**

27 If a Party is served with a subpoena or a court order issued in other litigation
28 that compels disclosure of any information or items designated in this Action as

1 “CONFIDENTIAL,” that Party must:

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

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

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

10 If the Designating Party timely seeks a protective order, the Party served with
11 the subpoena or court order shall not produce any information designated in this action
12 as “CONFIDENTIAL” before a determination by the court from which the subpoena
13 or order issued, unless the Party has obtained the Designating Party’s permission. The
14 Designating Party shall bear the burden and expense of seeking protection in that court
15 of its confidential material and nothing in these provisions should be construed as
16 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
17 directive from another court.

18 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
19 **PRODUCED IN THIS LITIGATION**

20 (a) The terms of this Order are applicable to information produced by
21 a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
22 produced by Non-Parties in connection with this litigation is protected by the remedies
23 and relief provided by this Order. Nothing in these provisions should be construed as
24 prohibiting a Non-Party from seeking additional protections.

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

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

4 (2) promptly provide the Non-Party with a copy of the
5 Stipulated Protective Order in this Action, the relevant discovery request(s), and a
6 reasonably specific description of the information requested; and

7 (3) make the information requested available for inspection by
8 the Non-Party, if requested.

9 (c) If the Non-Party fails to seek a protective order from this court
10 within 14 days of receiving the notice and accompanying information, the Receiving
11 Party may produce the Non-Party's confidential information responsive to the
12 discovery request. If the Non-Party timely seeks a protective order, the Receiving
13 Party shall not produce any information in its possession or control that is subject to
14 the confidentiality agreement with the Non-Party before a determination by the court.
15 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
16 of seeking protection in this court of its Protected Material.

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

18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
19 Protected Material to any person or in any circumstance not authorized under this
20 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
21 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
22 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
23 persons to whom unauthorized disclosures were made of all the terms of this Order,
24 and (d) request such person or persons to execute the "Acknowledgment and
25 Agreement to Be Bound" that is attached hereto as Exhibit A.

26 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
27 **PROTECTED MATERIAL**

28 When a Producing Party gives notice to Receiving Parties that certain

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

10 **12. MISCELLANEOUS**

11 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
12 person to seek its modification by the Court in the future.

13 12.2 Right to Assert Other Objections. By stipulating to the entry of this
14 Protective Order no Party waives any right it otherwise would have to object to
15 disclosing or producing any information or item on any ground not addressed in this
16 Stipulated Protective Order. Similarly, no Party waives any right to object on any
17 ground to use in evidence of any of the material covered by this Protective Order.

18 12.3 Filing Protected Material. A Party that seeks to file under seal any
19 Protected Material must comply with Civil Local Rule 141. Protected Material may
20 only be filed under seal pursuant to a court order authorizing the sealing of the specific
21 Protected Material at issue. If a Party's request to file Protected Material under seal is
22 denied by the court, then the Receiving Party may file the information in the public
23 record unless otherwise instructed by the court.

24 **13. FINAL DISPOSITION**

25 After the final disposition of this Action, as defined in paragraph 4, within 60
26 days of a written request by the Designating Party, each Receiving Party must return
27 all Protected Material to the Producing Party or destroy such material. As used in this
28 subdivision, "all Protected Material" includes all copies, abstracts, compilations,

1 summaries, and any other format reproducing or capturing any of the Protected
2 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
3 must submit a written certification to the Producing Party (and, if not the same person
4 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
5 category, where appropriate) all the Protected Material that was returned or destroyed
6 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
7 compilations, summaries or any other format reproducing or capturing any of the
8 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
9 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
10 legal memoranda, correspondence, deposition and trial exhibits, expert reports,
11 attorney work product, and consultant and expert work product, even if such materials
12 contain Protected Material. Any such archival copies that contain or constitute
13 Protected Material remain subject to this Protective Order as set forth in Section 4
14 (DURATION).

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

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

19
20 /s/ Mikayla Regier DATED: 10/22/2024
Elizabeth A. Wagner, Esq.
21 Mikayla G. Regier, Esq.
22 Attorneys for Plaintiff, BILLY STEFFEY

23
24 /s/ Todd Norris DATED: 10/22/2024
C. Todd Norris, Esq.
25 Attorneys for Defendant, TD BANK, N.A.

26
27 /s/ Daniel Armstrong DATED: 10/22/2024
Daniel A. Armstrong, Esq.
28 Attorneys for Defendant, AFFIRM LOAN SERVICES, LLC

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

/s/ Daniel Armstrong DATED: 10/22/2024
Daniel A. Armstrong, Esq.
Attorneys for Defendant, DISCOVER BANK

/s/ Richard Hymas DATED: 10/22/2024
Richard M. Hymas, Esq.
Attorneys for Defendant, RC WILLEY HOME FURNISHINGS

/s/ Mariel Gerlt-Ferraro DATED: 10/22/2024
Mariel Gerlt-Ferraro, Esq.
Attorneys for Defendant, ROBINHOOD CREDIT, INC..

/s/ Alice Hodsden DATED: 10/22/2024
Alice Hodsden, Esq.
Attorneys for Defendant, EQUIFAX INFORMATION SERVICES, LLC

/s/ Madison Way DATED: 10/22/2024
Madison Robins Way, Esq.
Attorneys for Defendant, EXPERIAN INFORMATION SOLUTIONS, INC.

/s/ Ritika Singh DATED: 10/22/2024
Ritika Singh, Esq.
Attorneys for Defendant, TRANS UNION, LLC

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of
5 perjury that I have read in its entirety and understand the Stipulated Protective Order
6 that was issued by the United States District Court for the Eastern District of California
7 on [date] in the case of *Steffey v. Affirm Loan Services, LLC, et al.*, U.S.D.C. for the
8 Eastern District of California, Case No. 2:24-cv-01397-CSK. I agree to comply with
9 and to be bound by all the terms of this Stipulated Protective Order and I understand
10 and acknowledge that failure to so comply could expose me to sanctions and
11 punishment in the nature of contempt. I solemnly promise that I will not disclose in
12 any manner any information or item that is subject to this Stipulated Protective Order
13 to any person or entity except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court
15 for the Eastern District of California for the purpose of enforcing the terms of this
16 Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this action. I hereby appoint _____ [print
18 or type full name] of _____ [print or type
19 full address and telephone number] as my California agent for service of process in
20 connection with this action or any proceedings related to enforcement of this
21 Stipulated Protective Order.

22 Date: _____

23 City and State where sworn and signed: _____

24
25 Printed name: _____

26
27 Signature: _____