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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

GARY NAVOY,  
  
Plaintiff,  
  
v.  
  
EQUIFAX, INC.; and DOES 1 through  
10, inclusive,  
  
Defendants.

Case No.: 20-CV-1549-LAB-WVG

**ORDER ON JOINT MOTION FOR  
PROTECTIVE ORDER**

On December 14, 2020, the Parties filed the pending Joint Motion for Protective Order (“Joint Motion”), seeking to preserve the confidentiality of certain documents and information to be exchanged throughout this litigation. (Doc. No. 15.) Having reviewed and considered the Parties’ submission, the Court finds the Joint Motion complies with all applicable rules, including this Court’s Civil Chambers Rule V: Stipulated Protective Order Provisions for Filing Documents Under Seal. Accordingly, the Court GRANTS the Joint Motion in its entirety. Upon issuance of this Order, the following language, as proposed and stipulated to by the Parties, shall become immediately enforceable:

The Court recognizes that at least some of the documents and information ("materials") being sought through discovery in the above-captioned action are, for

1 competitive reasons, normally kept confidential by the parties. The parties have agreed to  
2 be bound by the terms of this Protective Order (“Order”) in this action.

3 The materials to be exchanged throughout the course of the litigation between the  
4 parties may contain trade secret or other confidential research, technical, cost, price,  
5 marketing or other commercial information, as is contemplated by Federal Rule of Civil  
6 Procedure 26(c)(1)(G). The purpose of this Order is to protect the confidentiality of such  
7 materials as much as practical during the litigation. THEREFORE:

8 DEFINITIONS

9 1. The term "confidential information" will mean and include information  
10 contained or disclosed in any materials, including documents, portions of documents,  
11 answers to interrogatories, responses to requests for admissions, trial testimony, deposition  
12 testimony, and transcripts of trial testimony and depositions, including data, summaries,  
13 and compilations derived therefrom that is deemed to be confidential information by any  
14 party to which it belongs.

15 2. The term "materials" will include, but is not be limited to: documents;  
16 correspondence; memoranda; bulletins; blueprints; specifications; customer lists or other  
17 material that identify customers or potential customers; price lists or schedules or other  
18 matter identifying pricing; minutes; telegrams; letters; statements; cancelled checks;  
19 contracts; invoices; drafts; books of account; worksheets; notes of conversations; desk  
20 diaries; appointment books; expense accounts; recordings; photographs; motion pictures;  
21 compilations from which information can be obtained and translated into reasonably usable  
22 form through detection devices; sketches; drawings; notes (including laboratory notebooks  
23 and records); reports; instructions; disclosures; other writings; models and prototypes and  
24 other physical objects.

25 3. The term "counsel" will mean outside counsel of record, and other attorneys,  
26 paralegals, secretaries, and other support staff employed in the law firms identified below:  
27 Law Office of Joe J. Villasenor, Esq. and Erika Hendricks, Esq., Seyfarth Shaw LLP  
28 [“Counsel”] also includes Kristen Zielmanski, Esq. and any in-house attorneys for

1 Defendant Equifax, Inc., or any of its subsidiaries.

2 GENERAL RULES

3 4. Each party to this litigation that produces or discloses any materials, answers  
4 to interrogatories, responses to requests for admission, trial testimony, deposition  
5 testimony, and transcripts of trial testimony and depositions, or information that the  
6 producing party believes should be subject to this Protective Order may designate the same  
7 as "CONFIDENTIAL" or "CONFIDENTIAL - FOR COUNSEL ONLY."

8 a. Designation as "CONFIDENTIAL": Any party may designate information as  
9 "CONFIDENTIAL" only if, in the good faith belief of such party and its counsel, the  
10 unrestricted disclosure of such information could be potentially prejudicial to the business  
11 or operations of such party.

12 b. Designation as "CONFIDENTIAL - FOR COUNSEL ONLY": Any party  
13 may designate information as "CONFIDENTIAL - FOR COUNSEL ONLY" only if, in the  
14 good faith belief of such party and its counsel, the information is among that considered to  
15 be most sensitive by the party, including but not limited to trade secret or other confidential  
16 research, development, financial or other commercial information.

17 5. In the event the producing party elects to produce materials for inspection, no  
18 marking need be made by the producing party in advance of the initial inspection. For  
19 purposes of the initial inspection, all materials produced will be considered as  
20 "CONFIDENTIAL - FOR COUNSEL ONLY," and must be treated as such pursuant to the  
21 terms of this Order. Thereafter, upon selection of specified materials for copying by the  
22 inspecting party, the producing party must, within a reasonable time prior to producing  
23 those materials to the inspecting party, mark the copies of those materials that contain  
24 confidential information with the appropriate confidentiality marking.

25 6. Whenever a deposition taken on behalf of any party involves a disclosure of  
26 confidential information of any party:

27 a. the deposition or portions of the deposition must be designated as  
28 containing confidential information subject to the provisions of this

1 Order; such designation must be made on the record whenever possible,  
2 but a party may designate portions of depositions as containing  
3 confidential information after transcription of the proceedings; [A]  
4 party will have until fourteen (14) days after receipt of the deposition  
5 transcript to inform the other party or parties to the action of the  
6 portions of the transcript to be designated "CONFIDENTIAL" or  
7 "CONFIDENTIAL - FOR COUNSEL ONLY."

8 b. the disclosing party will have the right to exclude from attendance at  
9 the deposition, during such time as the confidential information is to be  
10 disclosed, any person other than the deponent, counsel (including their  
11 staff and associates), the court reporter, and the person(s) agreed upon  
12 pursuant to paragraph 8 below; and

13 c. the originals of the deposition transcripts and all copies of the  
14 deposition must bear the legend "CONFIDENTIAL" or  
15 "CONFIDENTIAL - FOR COUNSEL ONLY," as appropriate, and the  
16 original or any copy ultimately presented to a court for filing must not  
17 be filed unless it can be accomplished under seal, identified as being  
18 subject to this Order, and protected from being opened except by order  
19 of this Court.

20 7. All confidential information designated as "CONFIDENTIAL" or  
21 "CONFIDENTIAL FOR COUNSEL ONLY" must not be disclosed by the receiving party  
22 to anyone other than those persons designated within this order and must be handled in the  
23 manner set forth below and, in any event, must not be used for any purpose other than in  
24 connection with this litigation, unless and until such designation is removed either by  
25 agreement of the parties, or by order of the Court.

26 8. Information designated "CONFIDENTIAL - FOR COUNSEL ONLY" must  
27 be viewed only by counsel (as defined in paragraph 3) of the receiving party, and by  
28 independent experts under the conditions set forth in this Paragraph. The right of any

1 independent expert to receive any confidential information will be subject to the advance  
2 approval of such expert by the producing party or by permission of the Court. The party  
3 seeking approval of an independent expert must provide the producing party with the name  
4 and curriculum vitae of the proposed independent expert, and an executed copy of the form  
5 attached hereto as Exhibit A, in advance of providing any confidential information of the  
6 producing party to the expert. Any objection by the producing party to an independent  
7 expert receiving confidential information must be made in writing within fourteen (14)  
8 days following receipt of the identification of the proposed expert. Confidential  
9 information may be disclosed to an independent expert if the fourteen (14) day period has  
10 passed and no objection has been made. The approval of independent experts must not be  
11 unreasonably withheld.

12 9. Information designated "confidential" must be viewed only by counsel (as  
13 defined in paragraph 3) of the receiving party, by independent experts (pursuant to the  
14 terms of paragraph 8), by court personnel, and by the additional individuals listed below,  
15 provided each such individual has read this Order in advance of disclosure and has agreed  
16 in writing to be bound by its terms:

- 17 a) Executives who are required to participate in policy decisions with  
18 reference to this action;
- 19 b) Technical personnel of the parties with whom Counsel for the parties  
20 find it necessary to consult, in the discretion of such counsel, in  
21 preparation for trial of this action; and
- 22 c) Stenographic and clerical employees associated with the individuals  
23 identified above.

24 10. With respect to material designated "CONFIDENTIAL" or  
25 "CONFIDENTIAL – FOR COUNSEL ONLY," any person indicated on the face of the  
26 document to be its originator, author or a recipient of a copy of the document, may be  
27 shown the same.

28 11. All information which has been designated as "CONFIDENTIAL" or

1 "CONFIDENTIAL -FOR COUNSEL ONLY" by the producing or disclosing party, and  
2 any and all reproductions of that information, must be retained in the custody of the counsel  
3 for the receiving party identified in paragraph 3, except that independent experts authorized  
4 to view such information under the terms of this Order may retain custody of copies such  
5 as are necessary for their participation in this litigation.

6 12. Before any materials produced in discovery, answers to interrogatories,  
7 responses to requests for admissions, deposition transcripts, or other documents which are  
8 designated as confidential information are filed with the Court for any purpose, the party  
9 seeking to file such material must seek permission of the Court to file the material under  
10 seal. No document shall be filed under seal unless counsel secures a court order allowing  
11 the filing of a document under seal. An application to file a document under seal shall be  
12 served on opposing counsel, and on the person or entity that has custody and control of the  
13 document, if different from opposing counsel. If opposing counsel, or the person or entity  
14 who has custody and control of the document, wishes to oppose the application, he/she  
15 must contact the chambers of the judge who will rule on the application, to notify the  
16 judge's staff that an opposition to the application will be filed.

17 13. At any stage of these proceedings, any party may object to a designation of  
18 the materials as confidential information. The party objecting to confidentiality must  
19 notify, in writing, counsel for the designating party of the objected-to materials and the  
20 grounds for the objection. If the dispute is not resolved consensually between the parties  
21 within seven (7) days of receipt of such a notice of objections, the objecting party may  
22 move the Court for a ruling on the objection. The materials at issue must be treated as  
23 confidential information, as designated by the designating party, until the Court has ruled  
24 on the objection or the matter has been otherwise resolved.

25 14. All confidential information must be held in confidence by those inspecting  
26 or receiving it, and must be used only for purposes of this action. Counsel for each party,  
27 and each person receiving confidential information must take reasonable precautions to  
28 prevent the unauthorized or inadvertent disclosure of such information. If confidential

1 information is disclosed to any person other than a person authorized by this Order, the  
2 party responsible for the unauthorized disclosure must immediately bring all pertinent facts  
3 relating to the unauthorized disclosure to the attention of the other parties and, without  
4 prejudice to any rights and remedies of the other parties, make every effort to prevent  
5 further disclosure by the party and by the person(s) receiving the unauthorized disclosure.

6 15. No party will be responsible to another party for disclosure of confidential  
7 information under this Order if the information in question is not labeled or otherwise  
8 identified as such in accordance with this Order.

9 16. If a party, through inadvertence, produces any confidential information  
10 without labeling or marking or otherwise designating it as such in accordance with this  
11 Order, the designating party may give written notice to the receiving party that the  
12 document or thing produced is deemed confidential information, and that the document or  
13 thing produced should be treated as such in accordance with that designation under this  
14 Order. The receiving party must treat the materials as confidential, once the designating  
15 party so notifies the receiving party. If the receiving party has disclosed the materials before  
16 receiving the designation, the receiving party must notify the designating party in writing  
17 of each such disclosure. Counsel for the parties will agree on a mutually acceptable manner  
18 of labeling or marking the inadvertently produced materials as "CONFIDENTIAL" or  
19 "CONFIDENTIAL - FOR COUNSEL ONLY" - SUBJECT TO PROTECTIVE ORDER.

20 17. Nothing within this order will prejudice the right of any party to object to the  
21 production of any discovery material on the grounds that the material is protected as  
22 privileged or as attorney work product.

23 18. Nothing in this Order will bar counsel from rendering advice to their clients  
24 with respect to this litigation and, in the course thereof, relying upon any information  
25 designated as confidential information, provided that the contents of the information must  
26 not be disclosed.

27 19. This Order will be without prejudice to the right of any party to oppose  
28 production of any information for lack of relevance or any other ground other than the mere

1 presence of confidential information. The existence of this Order must not be used by either  
2 party as a basis for discovery that is otherwise improper under the Federal Rules of Civil  
3 Procedure.

4 20. Nothing within this order will be construed to prevent disclosure of  
5 confidential information if such disclosure is required by law or by order of the Court.

6 21. Upon final termination of this action, including any and all appeals, counsel  
7 for each party must, upon request of the producing party, return all confidential information  
8 to the party that produced the information, including any copies, excerpts, and summaries  
9 of that information, or must destroy same at the option of the receiving party, and must  
10 purge all such information from all machine-readable media on which it resides.  
11 Notwithstanding the foregoing, counsel for each party may retain all pleadings, briefs,  
12 memoranda, motions, and other documents filed with the Court that refer to or incorporate  
13 confidential information, and will continue to be bound by this Order with respect to all  
14 such retained information. Further, attorney work product materials that contain  
15 confidential information need not be destroyed, but, if they are not destroyed, the person  
16 in possession of the attorney work product will continue to be bound by this Order with  
17 respect to all such retained information.

18 22. The restrictions and obligations set forth within this order will not apply to  
19 any information that: (a) the parties agree should not be designated confidential  
20 information; (b) the parties agree, or the Court rules, is already public knowledge; (c) the  
21 parties agree, or the Court rules, has become public knowledge other than as a result of  
22 disclosure by the receiving party, its employees, or its agents in violation of this Order; or  
23 (d) has come or will come into the receiving party's legitimate knowledge independently  
24 of the production by the designating party. Prior knowledge must be established by pre-  
25 production documentation.

26 23. The restrictions and obligations within this order will not be deemed to  
27 prohibit discussions of any confidential information with anyone if that person already has  
28 or obtains legitimate possession of that information.



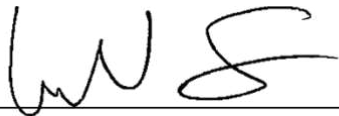
1           24. Transmission by email or some other currently utilized method of  
2 transmission is acceptable for all notification purposes within this Order.

3           25. This Order may be modified by agreement of the parties, subject to approval  
4 by the Court.

5           26. The Court may modify the terms and conditions of this Order for good cause,  
6 or in the interest of justice, or on its own order at any time in these proceedings. The parties  
7 prefer that the Court provide them with notice of the Court's intent to modify the Order and  
8 the content of those modifications, prior to entry of such an order.

9           **IT IS SO ORDERED.**

10 Dated: December 15, 2020

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13 Hon. William V. Gallo  
14 United States Magistrate Judge  
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