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13 UNITED STATES DISTRICT COURT
 14 EASTERN DISTRICT OF WASHINGTON

15 LAURA ZAMORA JORDAN,

16 Plaintiff,

17 v.

18 NATIONSTAR MORTGAGE, LLC,

19 Defendant.

NO. 2:14-cv-00175 TOR

**STIPULATED PROTECTIVE
 ORDER**

STIPULATED PROTECTIVE ORDER - 1

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1 1. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection may be
4 warranted. Accordingly, the parties hereby stipulate to and petition the court to
5 enter the following Stipulated Protective Order. The parties acknowledge that this
6 agreement is consistent with FRCP 26(c). It does not confer blanket protection on
7 all disclosures or responses to discovery, the protection it affords from public
8 disclosure and use extends only to the limited information or items that are
9 entitled to confidential treatment under the applicable legal principles, and it does
10 not presumptively entitle parties to file confidential information under seal.

11 2. “CONFIDENTIAL” MATERIAL

12 “Confidential” material shall include the following documents and tangible
13 things produced or otherwise exchanged: (1) Documents containing Nationstar
14 Mortgage LLC’s (“Nationstar”) confidential policies and procedures for property
15 preservation measures and services and other Nationstar confidential policies and
16 procedures relevant to the issues in this action and (2) Class List and individual
17 class member loan file documents containing personal and financial information
18 of the class member.

1 3. SCOPE

2 The protections conferred by this agreement cover not only confidential
3 material (as defined above), but also (1) any information copied or extracted from
4 confidential material; (2) all copies, excerpts, summaries, or compilations of
5 confidential material; and (3) any testimony, conversations, or presentations by
6 parties or their counsel that might reveal confidential material. However, the
7 protections conferred by this agreement do not cover information that is in the
8 public domain or becomes part of the public domain through trial or otherwise.

9 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

10 4.1 Basic Principles. A receiving party may use confidential material
11 that is disclosed or produced by another party or by a non-party in connection
12 with this case only for prosecuting, defending, or attempting to settle this
13 litigation. Confidential material may be disclosed only to the categories of
14 persons and under the conditions described in this agreement. Confidential
15 material must be stored and maintained by a receiving party at a location and in a
16 secure manner that ensures that access is limited to the persons authorized under
17 this agreement.

1 4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
2 otherwise ordered by the court or permitted in writing by the designating party, a
3 receiving party may disclose any confidential material only to:

4 (a) the receiving party’s counsel of record in this action, as well
5 as employees of counsel to whom it is reasonably necessary to disclose the
6 information for this litigation;

7 (b) the officers, directors, and employees (including in house
8 counsel) of the receiving party to whom disclosure is reasonably necessary for
9 this litigation, unless the parties agree that a particular document or material
10 produced is for Attorney’s Eyes Only and is so designated;

11 (c) experts and consultants to whom disclosure is reasonably
12 necessary for this litigation and who have signed the “Acknowledgment and
13 Agreement to Be Bound” (Exhibit A);

14 (d) the court, court personnel, and court reporters and their staff;

15 (e) copy or imaging services retained by counsel to assist in the
16 duplication of confidential material, provided that counsel for the party retaining
17 the copy or imaging service instructs the service not to disclose any confidential
18 material to third parties and to immediately return all originals and copies of any
19 confidential material;

1 (f) during their depositions, witnesses in the action to whom
2 disclosure is reasonably necessary and who have signed the “Acknowledgment
3 and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the
4 designating party or ordered by the court. Pages of transcribed deposition
5 testimony or exhibits to depositions that reveal confidential material must be
6 separately bound by the court reporter and may not be disclosed to anyone except
7 as permitted under this agreement;

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

11 4.3 Filing Confidential Material. Before filing confidential material or
12 discussing or referencing such material in court filings, the filing party shall
13 confer with the designating party to determine whether the designating party will
14 remove the confidential designation, whether the document can be redacted, or
15 whether a motion for leave to seal or a stipulation and proposed order is
16 warranted.

17 5. DESIGNATING PROTECTED MATERIAL

18 5.1 Exercise of Restraint and Care in Designating Material for
19 Protection. Each party or non-party that designates information or items for

1 protection under this agreement must take care to limit any such designation to
2 specific material that qualifies under the appropriate standards. The designating
3 party must designate for protection only those parts of material, documents,
4 items, or oral or written communications that qualify, so that other portions of the
5 material, documents, items, or communications for which protection is not
6 warranted are not swept unjustifiably within the ambit of this agreement.

7 Mass, indiscriminate, or routinized designations are prohibited.

8 Designations that are shown to be clearly unjustified or that have been made for
9 an improper purpose (e.g., to unnecessarily encumber or delay the case
10 development process or to impose unnecessary expenses and burdens on other
11 parties) expose the designating party to sanctions.

12 If it comes to a designating party's attention that information or items that
13 it designated for protection do not qualify for protection, the designating party
14 must promptly notify all other parties that it is withdrawing the mistaken
15 designation.

16 5.2 Manner and Timing of Designations. Except as otherwise provided
17 in this agreement (see, e.g., second paragraph of section 5.2(a) below), or as
18 otherwise stipulated or ordered, disclosure or discovery material that qualifies for
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1 protection under this agreement must be clearly so designated before or when the
2 material is disclosed or produced.

3 (a) Information in documentary form: (e.g., paper or electronic
4 documents and deposition exhibits, but excluding transcripts of depositions or
5 other pretrial or trial proceedings), the designating party must affix the word
6 “CONFIDENTIAL” to each page that contains confidential material. If only a
7 portion or portions of the material on a page qualifies for protection, the
8 producing party also must clearly identify the protected portion(s) (e.g., by
9 making appropriate markings in the margins).

10 (b) Testimony given in deposition or in other pretrial or trial
11 proceedings: the parties must identify on the record, during the deposition,
12 hearing, or other proceeding, all protected testimony, without prejudice to their
13 right to so designate other testimony after reviewing the transcript. Any party or
14 non-party may, within fifteen days after receiving a deposition transcript,
15 designate portions of the transcript, or exhibits thereto, as confidential.

16 (c) Other tangible items: the producing party must affix in a
17 prominent place on the exterior of the container or containers in which the
18 information or item is stored the word “CONFIDENTIAL.” If only a portion or
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1 portions of the information or item warrant protection, the producing party, to the
2 extent practicable, shall identify the protected portion(s).

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
4 failure to designate qualified information or items does not, standing alone, waive
5 the designating party's right to secure protection under this agreement for such
6 material. Upon timely correction of a designation, the receiving party must make
7 reasonable efforts to ensure that the material is treated in accordance with the
8 provisions of this agreement.

9 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

10 6.1 Timing of Challenges. Any party or non-party may challenge a
11 designation of confidentiality at any time. Unless a prompt challenge to a
12 designating party's confidentiality designation is necessary to avoid foreseeable,
13 substantial unfairness, unnecessary economic burdens, or a significant disruption
14 or delay of the litigation, a party does not waive its right to challenge a
15 confidentiality designation by electing not to mount a challenge promptly after
16 the original designation is disclosed.

17 6.2 Meet and Confer. The parties must make every attempt to resolve
18 any dispute regarding confidential designations without court involvement. Any
19 motion regarding confidential designations or for a protective order must include

1 a certification, in the motion or in a declaration or affidavit, that the movant has
2 engaged in a good faith meet and confer conference with other affected parties in
3 an effort to resolve the dispute without court action. The certification must list the
4 date, manner, and participants to the conference. A good faith effort to confer
5 requires a face-to-face meeting or a telephone conference.

6 6.3 Judicial Intervention. If the parties cannot resolve a challenge
7 without court intervention, the designating party may file and serve a motion to
8 retain confidentiality. The burden of persuasion in any such motion shall be on
9 the designating party. Frivolous challenges, and those made for an improper
10 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
11 parties) may expose the challenging party to sanctions. All parties shall continue
12 to maintain the material in question as confidential until the court rules on the
13 challenge.

14 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED
15 PRODUCED IN OTHER LITIGATION

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

19 (a) promptly notify the designating party in writing and include a
copy of the subpoena or court order;

1 (b) promptly notify in writing the party who caused the subpoena
2 or order to issue in the other litigation that some or all of the material covered by
3 the subpoena or order is subject to this agreement. Such notification shall include
4 a copy of this agreement; and

5 (c) cooperate with respect to all reasonable procedures sought to
6 be pursued by the designating party whose confidential material may be affected.

7 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

8 If a receiving party learns that, by inadvertence or otherwise, it has
9 disclosed confidential material to any person or in any circumstance not
10 authorized under this agreement, the receiving party must immediately (a) notify
11 in writing the designating party of the unauthorized disclosures, (b) use its best
12 efforts to retrieve all unauthorized copies of the protected material, (c) inform the
13 person or persons to whom unauthorized disclosures were made of all the terms
14 of this agreement, and (d) request that such person or persons execute the
15 “Acknowledgment and Agreement to Be Bound” that is attached hereto as
16 Exhibit A.

17 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
18 PROTECTED MATERIAL

19 When a producing party gives notice to receiving parties that certain
inadvertently produced material is subject to a claim of privilege or other

1 protection, the obligations of the receiving parties are those set forth in FRCP
2 26(b)(5)(B). This provision is not intended to modify whatever procedure may be
3 established in an e-discovery order or agreement that provides for production
4 without prior privilege review. Parties shall confer on an appropriate non-waiver
5 order under Fed. R. Evid. 502.

6 10. NON TERMINATION AND RETURN OF DOCUMENTS

7 Within 60 days after the termination of this action, including all appeals,
8 each receiving party must return all confidential material to the producing party,
9 including all copies, extracts and summaries thereof. Alternatively, the parties
10 may agree upon appropriate methods of destruction.

11 Notwithstanding this provision, counsel are entitled to retain one archival
12 copy of all documents filed with the court, trial, deposition, and hearing
13 transcripts, correspondence, deposition and trial exhibits, expert reports, attorney
14 work product, and consultant and expert work product, even if such materials
15 contain confidential material.

16 The confidentiality obligations imposed by this agreement shall remain in
17 effect until a designating party agrees otherwise in writing or a court orders
18 otherwise.

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 Dated this 29th day of September, 2016.

3 s/ Clay M. Gatens

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PURSUANT TO STIPULATION, IT IS SO ORDERED.

The District Court Executive is directed to enter this Order and to provide copies to counsel of record.

DATED October 14, 2016.


THOMAS O. RICE
Chief United States District Judge

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
6 Order that was issued by the United States District Court for the Eastern District
7 of Washington on _____ [date] in the case of Laura Zamora Jordan v.
8 Nationstar Mortgage LLC, United States District Court for the Eastern District of
9 Washington Civil Action No. 2:14-cv-00175 TOR. I agree to comply with and to
10 be bound by all the terms of this Stipulated Protective Order and I understand and
11 acknowledge that failure to so comply could expose me to sanctions and
12 punishment in the nature of contempt. I solemnly promise that I will not disclose
13 in any manner any information or item that is subject to this Stipulated Protective
14 Order to any person or entity except in strict compliance with the provisions of
15 this Order.

16 I further agree to submit to the jurisdiction of the United States District
17 Court for the Eastern District of Washington for the purpose of enforcing the
18 terms of this Stipulated Protective Order, even if such enforcement proceedings
19 occur after termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____