

1 Beth E. Terrell, WSBA #26759
 Jennifer Rust Murray, WSBA #36983
 2 TERRELL MARSHALL LAW GROUP PLLC
 936 North 34th Street, Suite 300
 3 Seattle, Washington 98103
 Telephone: (206) 816-6603
 4 Facsimile: (206) 319-5450
 Email: bterrell@terrellmarshall.com
 5 Email: jmurray@terrellmarshall.com

6 Attorneys for Plaintiff

7 [Additional Counsel Appear on Signature Page]

8 UNITED STATES DISTRICT COURT
 EASTERN DISTRICT OF WASHINGTON

9 REBECCA A. EVANS,

Plaintiff,

Case No. 2:22-cv-00199-TOR

10 vs.

STIPULATED PROTECTIVE ORDER

11 EXPERIAN INFORMATION SOLUTIONS,
 INC., TRANS UNION, LLC, AND WELLS
 12 FARGO BANK, N.A.,

Defendants.

14 **I. STIPULATION**

15 Plaintiff Rebecca A. Evans, by and through her undersigned counsel, and
 16 Defendants Experian Information Solutions, Inc., Trans Union, LLC, and Wells Fargo
 17 Bank, N.A., by and through their undersigned counsel, propose the following
 18 stipulated protective order to protect personal, private, confidential, or proprietary
 19 information which may be produced in this action.

1 1. Purposes and Limitations

2 Discovery in this action is likely to involve production of personal, private,
3 confidential, or proprietary information for which special protection from public
4 disclosure and from use for any purpose other than pursuing this litigation may be
5 warranted. Accordingly, the parties hereby stipulate to and petition the court to
6 enter the following Stipulated Protective Order. The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords from public disclosure and use extends
9 only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles.

11 2. “Confidential” Material

12 “Confidential” material shall include the following documents and tangible
13 things produced or otherwise exchanged: documents and information that have
14 been and may be sought, produced or exhibited by and among the parties to this
15 action relating to trade secrets, confidential research, development, technology;
16 confidential business or financial information; information regarding confidential
17 business practices; confidential commercial and/or personal information (including
18 information implicating privacy rights of third parties); information otherwise
19 generally unavailable to the public, or which may be privileged or otherwise

1 protected from disclosure under state or federal statutes, court rules, case
2 decisions, or common law; other proprietary information belonging to Defendants,
3 and/or personal identifying, income, credit and other confidential information of
4 Plaintiff and/or non-parties (including but not limited to DOB, SSN, full account
5 information).

6 3. Scope

7 The protections conferred by this agreement cover not only confidential
8 material (as defined above), but also (1) any information copied or extracted from
9 confidential material; (2) all copies, excerpts, summaries, or compilations of
10 confidential material; and (3) any testimony, conversations, or presentations by
11 parties or their counsel that might reveal confidential material.

12 However, the protections conferred by this agreement do not cover
13 information that is in the public domain or becomes part of the public domain not
14 involving a violation of this Order, including through trial or otherwise. Any use of
15 confidential material at trial shall be governed by the orders of the trial judge. This
16 Order does not govern the use of confidential material at trial.

17 4. Access to and Use of Confidential Material

18 4.1 Basic Principles. A receiving party may use confidential material that is
19 disclosed or produced by another party or by a non-party in connection with this

1 case only for prosecuting, defending, or attempting to settle this litigation.
2 Confidential material may be disclosed only to the categories of persons and under
3 the conditions described in this agreement. Confidential material must be stored
4 and maintained by a receiving party at a location and in a secure manner that
5 ensures that access is limited to the persons authorized under this agreement.
6 When the Action has been terminated, a receiving party must comply with the
7 provisions of section 11 below (NON-TERMINATION AND RETURN OF
8 DOCUMENTS).

9 4.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
10 ordered by the court or permitted in writing by the designating party, a receiving
11 party may disclose any confidential material only to:

12 (a) the receiving party's counsel of record in this action, as well as
13 employees of counsel to whom it is reasonably necessary to disclose the
14 information for this litigation;

15 (b) the officers, directors, and employees (including in house counsel) of
16 the receiving party to whom disclosure is reasonably necessary for this litigation
17 and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit
18 A);

19

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

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

5 (e) copy or imaging services retained by counsel to assist in the
6 duplication of confidential material, provided that counsel for the party retaining
7 the copy or imaging service instructs the service not to disclose any confidential
8 material to third parties and to immediately return all originals and copies of any
9 confidential material;

10 (f) during their depositions, witnesses in the action to whom disclosure is
11 reasonably necessary , unless otherwise agreed by the designating party or ordered
12 by the court. Pages of transcribed deposition testimony or exhibits to depositions
13 that reveal confidential material must be separately bound by the court reporter
14 and may not be disclosed to anyone except as permitted under this agreement. It
15 shall be the obligation of the designating party to identify confidential testimony
16 and exhibits for the court reporter as set forth in section 5.2(b) below;

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

1 (h) any mediators or settlement officers and their supporting personnel,
2 mutually agreed upon by any of the parties engaged in settlement discussions;

3 (i) professional jury or trial consultants, mock jurors, and Professional
4 Vendors to whom disclosure is reasonably necessary for this Action and who have
5 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

6 4.3 Filing Confidential Material. Before filing confidential material or
7 discussing or referencing such material in court filings, the filing party may confer
8 with the designating party to determine whether the designating party will remove
9 the confidential designation, whether the document can be redacted, or whether
10 a motion to seal or stipulation and proposed order is warranted.

11
12 5. Designating Protected Material

13 5.1 Exercise of Restraint and Care in Designating Material for Protection.
14 Each party or non-party that designates information or items for protection under
15 this agreement must take care to limit any such designation to specific material
16 that qualifies under the appropriate standards. The designating party must
17 designate for protection only those materials, documents, items, or oral or written
18 communications that qualify, so that non-confidential documents, items, or
19 communications are not swept unjustifiably within the ambit of this agreement.

1 Mass, indiscriminate or routinized designations are prohibited. Designations
2 that are shown to be clearly unjustified or that have been made for an improper
3 purpose (e.g., to unnecessarily encumber the case development process or to
4 impose unnecessary expenses and burdens on other parties) may expose the
5 designating party to sanctions if the Court finds that such party acts unreasonably
6 when requested to waive the confidential designation under Rule 37 and applicable
7 local rules.

8 If it comes to a designating party's attention that information or items that
9 it designated for protection do not qualify for protection, that designating party
10 must promptly notify all other Parties that it is withdrawing the inapplicable
11 designation.

12 5.2 Manner and Timing of Designations. Except as otherwise provided in
13 this agreement, or as otherwise stipulated or ordered, disclosure or discovery
14 material that qualifies for protection under this agreement must be clearly so
15 designated before or when the material is disclosed or produced.

16 (a) Information in documentary form: (e.g., paper or electronic
17 documents and deposition exhibits, but excluding transcripts of depositions or
18 other pretrial or trial proceedings), the designating party must affix at a minimum
19 the word "CONFIDENTIAL" to each page that contains confidential material.

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

13 (b) Testimony given in deposition or in other pretrial proceedings: the
14 parties and any participating non-parties must identify on the record, during the
15 deposition, hearing, or other pretrial proceeding, whether a transcript is designed
16 confidential, without prejudice to their right to so designate the transcript after
17 reviewing the transcript. Any party or non-party may, within twenty-one days after
18 the transcript of the deposition or other pretrial proceeding becomes available,
19 designate the transcript or portions thereof, or exhibits thereto, as confidential. If

1 a party or nonparty desires to protect confidential information at trial, the issue
2 should be addressed during the final pre-trial conference.

3 (c) Other tangible items: the producing party must affix in a prominent
4 place on the exterior of the container or containers in which the information or
5 item is stored the word "CONFIDENTIAL." If only a portion or portions of the
6 information or item warrant protection, the producing party, to the extent
7 practicable, shall identify the protected portion(s).

8 5.3 Attorney's Eyes Only Designation. Except with the prior written
9 consent of the individual or entity designating a document or portions of a
10 document as "Confidential—Attorneys' Eyes Only," or pursuant to prior Order after
11 notice, any document, transcript or pleading given "Confidential—Attorneys' Eyes
12 Only" treatment under this Order, and any information contained in or derived
13 from any such materials (including but not limited to, all deposition testimony that
14 refers to, reflects or otherwise discusses any information designated
15 "Confidential—Attorneys' Eyes Only" hereunder) may not be disclosed other than
16 in accordance with this Order and may not be disclosed to any person other than:
17 (a) a party's retained outside counsel of record in this action, as well as employees
18 of said outside counsel to whom it is reasonably necessary to disclose the
19 information for this litigation; (b) experts specifically retained as consultants or

1 expert witnesses in connection with this litigation who have signed the
2 “Declaration of Compliance” (Exhibit A); (c) the Court and its personnel; (d) court
3 reporters, their staff, and professional vendors to whom disclosure is reasonably
4 necessary for this litigation; and (e) the author of the document or the original
5 source of the information or corporate representative of the designating party.

6 5.4 Inadvertent Failures to Designate. If timely corrected, an inadvertent
7 failure to designate qualified information or items does not, standing alone, waive
8 the designating party’s right to secure protection under this agreement for such
9 material. Upon timely correction of a designation, the receiving party must make
10 reasonable efforts to ensure that the material is treated in accordance with the
11 provisions of this agreement.

12 6. Challenging Confidentiality Designations

13 6.1 Timing of Challenges. Any party or non-party may challenge a
14 designation of confidentiality at any time that is consistent with the Court’s
15 Scheduling Order, but should endeavor in good faith to promptly raise objections
16 to confidentiality designations. Delaying a challenge to a confidentiality designation
17 in an effort to gain a strategic or unfair advantage, or where it is reasonably
18 foreseeable that the delay may cause substantial unfairness, unnecessary

1 economic burden, or a significant disruption or delay of the litigation, may expose
2 the challenging party to sanctions.

3 6.2 Meet and Confer. The parties must make every attempt to resolve any
4 dispute regarding confidential designations without court involvement. Any motion
5 regarding confidential designations or for a protective order must include a
6 certification, in the motion or in a declaration or affidavit, that the movant has
7 engaged in a good faith meet and confer conference with other affected parties in
8 an effort to resolve the dispute without court action. The certification must list the
9 date, manner, and participants to the conference. A good faith effort to confer
10 requires a face-to-face meeting or a telephone conference.

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

1 7. Protected Material Subpoenaed or Ordered Produced in Other
2 Litigation

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

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

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

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

1 8. Unauthorized Disclosure of Protected Material

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

10 9. Inadvertent Production of Privileged or Otherwise Protected Material

11 When a producing party gives notice to receiving parties that certain
12 inadvertently produced material is subject to a claim of privilege or other
13 protection, the obligations of the receiving parties are those set forth in Federal
14 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
15 whatever procedure may be established in an e-discovery order or agreement that
16 may provide for production without prior privilege review.

17 The parties agree to the entry of a non-waiver order under Fed. R. Evid.
18 502(d) and (e) as set forth herein.

19 10. Miscellaneous

1 10.1 Right to Further Relief. Nothing in this Order abridges the right of any
2 person to seek its modification by the Court in the future.

3 10.2 Right to Assert Other Objections. By stipulating to the entry of this
4 Order, no party waives any right it otherwise would have to object to disclosing or
5 producing any information or item on any ground not addressed in this Stipulated
6 Order. Similarly, no party waives any right to object on any ground to use in
7 evidence of any of the material covered by this Order.

8 11. Non-Termination and Return of Documents: Within 60 days after the
9 termination of this action, including all appeals, each receiving party must return
10 all confidential material to the producing party, including all copies, abstracts,
11 extracts, compilations, summaries, and any other format reproducing or capturing
12 any of the confidential material thereof. Alternatively, the parties may agree upon
13 appropriate methods of destruction. Whether the confidential material is returned
14 or destroyed, the receiving party must submit a written certification to the
15 producing party (and, if not the same person or entity, to the designating party) by
16 the 60-day deadline that affirms that the receiving party has not retained any
17 copies, abstracts, compilations, summaries or any other format reproducing or
18 capturing any of the confidential material.

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1 Notwithstanding this provision, counsel are entitled to retain one archival
2 copy of all documents filed with the court, trial, deposition, and hearing transcripts,
3 legal memoranda, correspondence, deposition and trial exhibits, expert reports,
4 attorney work product, and consultant and expert work product, even if such
5 materials contain confidential material. Any such archival copies that contain or
6 constitute confidential material remain subject to this Order as set forth in Section
7 3 (SCOPE).

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10 12. Violation

11 Any violation of this Order may be punished by appropriate measures
12 including, without limitation, contempt proceedings and/or monetary sanctions.

13 The confidentiality obligations imposed by this agreement shall remain in
14 effect until a designating party agrees otherwise in writing or a court orders
15 otherwise.

16 STIPULATED TO, DATED AND RESPECTFULLY SUBMITTED this 16th day of
17 June, 2023.

18 By: /s/ Jennifer Rust Murray
19 TERRELL MARSHALL LAW GROUP PLLC
Beth E. Terrell, WSBA #26759

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Jennifer Rust Murray, WSBA #36983
936 N. 34th Street, Suite 300
Seattle, WA 98103
bterrell@terrellmarshall.com
jmurray@terrellmarshall.com

BERGER MONTAGUE PC
John G. Albanese*
Ivy L. Marsnik*
1229 Tyler Street NE Suite 205
Minneapolis, MN 55413
Tel: 612-594-5997
Fax: 612-584-4470
jalbanese@bm.net
imarsnik@bm.net
*Admitted *Pro Hac Vice*

Attorneys for Plaintiff

By: /s/Whitney Anya Cantrell Thompson
STOEL RIVES LLP
Sara J. Wadsworth, WSBA #55952
600 University Street, Suite 3600
Seattle, WA 98101
Tel: (206) 624-0900
Fax: (206) 386-750
sara.wadsworth@stoel.com

JONES DAY
Whitney Anya Cantrell Thompson*
555 South Flower St., 50th Floor
Los Angeles, CA 90071
Tel: (949) 553-7541
wthompson@jonesday.com
*Admitted *Pro Hac Vice*

JONES DAY

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Cheryl L. O'Connor
3161 Michelson Drive, Suite 800
Irvine, California 92612-4408
coconnor@jonesday.com

*Attorneys for Experian Information
Solutions, Inc.*

By: /s/ Savannah M. Loftis
SCHUCKIT & ASSOCIATES, P.C.
Savannah M. Loftis*
4545 Northwestern Drive
Zionsville, IN 46077
Tel: (317) 363-2400, Ext. 140
Fax: (317) 363-2257
sloftis@schuckitlaw.com
*Admitted *Pro Hac Vice*

Nicholas Ranallo, (WSBA 51439)
SCHUCKIT & ASSOCIATES, P.C.
5058 57th Ave. S
Seattle, WA 98118
Tel: 831-607-9299
Fax: 831-533-5073
nick@ranallolawoffice.com

Attorneys for Trans Union, LLC

By: /s/ Gregory N. Blase
K&L GATES LLP
Peter A. Talevich, WSBA #42644
Raina V. Wagner, WSBA # 45701
925 Fourth Ave., Suite 2900
Seattle, WA 98104-1158
Tel: (206) 623-7580
peter.talevich@klgates.com

1 raina.wagner@klgates.com

2 Andrew C. Glass*
3 Gregory N. Blase*
4 State Street Financial Center
5 One Lincoln Street
6 Boston, MA 02109
7 (617) 261-3100
8 andrew.glass@klgates.com
9 gregory.blase@klgates.com
10 *Admitted *Pro Hac Vice*

11 *Attorneys for Wells Fargo Bank, N.A.*

12 **II. ORDER**

13 PURSUANT TO STIPULATION, IT IS HEREBY ORDERED.

14 DATED this 20th day of June 2023.



20 

Thomas O. Rice
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

5 address], declare under penalty of perjury that I have read in its entirety and

6 understand the Protective Order that was issued by the United States District Court

7 for the Eastern District of Washington on _____ [date] in the case of

8 *Rebecca A. Evans v Experian Information Solutions, Inc., et al*, Case No. 2:22-cv-

9 00199-TOR. I agree to comply with and to be bound by all the terms of this

10 Protective Order and I understand and acknowledge that failure to so comply could

11 expose me to sanctions and punishment in the nature of contempt. I solemnly

12 promise that I will not disclose in any manner any information or item that is

13 subject to this Protective Order to any person or entity except in strict compliance

14 with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court

16 for the Eastern District of Washington for the purpose of enforcing the terms of this

17 Protective Order, even if such enforcement proceedings occur after termination of

18 this action.

1 I hereby appoint _____ [print or type full name] of
2 _____ [print or type full address and
3 telephone number] as my Washington agent for service of process in connection
4 with this action or any proceedings related to enforcement of this Protective Order.

5 Date: _____

6 City and State where sworn and signed: _____

7 Printed name: _____

8 Signature: _____

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