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THE HONORABLE TANA LIN

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ELVIA HAJRIC,

Plaintiff,

v.

EQUIFAX INFORMATION SERVICES,
LLC, EXPERIAN INFORMATION
SOLUTIONS, INC., and AMERICAN
EXPRESS,

Defendants.

No. 2:22-cv-01340-TL

**JOINT STIPULATED PROTECTIVE
ORDER**

**NOTE ON MOTION CALENDAR:
July 21, 2023**

IT IS HEREBY STIPULATED by and between Plaintiff ELVISA HAJRIC and Defendants EQUIFAX INFORMATION SOLUTION SERVICES LLC (“Equifax”) and EXPERIAN INFORMATION SOLUTIONS, INC. (“Experian”) through their respective attorneys of record, as follows:

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection 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 agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to

1 confidential treatment under the applicable legal principles, and it does not presumptively entitle
2 parties to file confidential information under seal.

3 2. “CONFIDENTIAL” MATERIAL

4 “Confidential” material shall include the following documents and tangible things
5 produced or otherwise exchanged:

- 6 a) information prohibited from disclosure by statute;
- 7 b) information that the party has a reasonable and good faith belief contains a trade
8 secret, including, but not limited to, disclosure logs, D/R logs, transaction logs,
9 admin reports, and Defendants’ confidential policies and procedures;
- 10 c) research, technical, commercial or financial information that the party has
11 maintained as confidential, and that, if disclosed to customers or competitors,
12 would tend to damage the party's competitive position or expose an individual to
13 identity theft;
- 14 d) information and documents that a party has a reasonable and good faith belief
15 constitutes, contains, or refers to proprietary technology or information owned or
16 developed by the producing party, and that, if disclosed to customers or
17 competitors, would tend to damage the party's competitive position, including, but
18 not limited to, Defendants’ confidential policies and procedures, disclosure logs,
19 D/R logs, transaction logs, and Admin reports.
- 20 e) proprietary and confidential documents detailing practices and procedures the
21 public dissemination of which could result in a competitive disadvantage to the
22 disclosing party or potentially compromise data security and/or fraud prevention
23 processes; confidential personal, business or financial information; private
24 financial information; valuable research, development, commercial, financial,
25 technical, and/or other proprietary information not specifically identified herein;
26 commercial information (including information implicating privacy rights of third

1 parties); and information otherwise generally unavailable to the public, or which
2 may be privileged or otherwise protected from disclosure under state or federal
3 statutes, court rules, case decisions, or common law.

4 3. SCOPE

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

9 However, the protections conferred by this agreement do not cover information that is in
10 the public domain or becomes part of the public domain through trial or otherwise.

11 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

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

18 4.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered
19 by the court or permitted in writing by the designating party, a receiving party may disclose any
20 confidential material only to:

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

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

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

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

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

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

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

16 All persons receiving documents produced pursuant to this Order shall be advised of their
17 confidential nature. All persons to whom confidential information and/or documents are
18 disclosed are hereby enjoined from disclosing same to any person except as provided herein, and
19 are further enjoined from using same except in the preparation for and trial of the above-
20 captioned action between the named parties thereto. No person receiving or reviewing such
21 confidential documents, information or transcript shall disseminate or disclose them to any
22 person other than those described above in Section 4.2 and for the purposes specified, and in no
23 event shall such person make any other use of such document or transcript.

24 4.3 Filing Confidential Material. Before filing confidential material or discussing or
25 referencing such material in court filings, the filing party shall confer with the designating party,
26 in accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating party will

1 remove the confidential designation, whether the document can be redacted, or whether a motion
2 to seal or stipulation and proposed order is warranted. During the meet and confer process, the
3 designating party must identify the basis for sealing the specific confidential information at issue,
4 and the filing party shall include this basis in its motion to seal, along with any objection to sealing
5 the information at issue. Local Civil Rule 5(g) sets forth the procedures that must be followed and
6 the standards that will be applied when a party seeks permission from the court to file material
7 under seal. A party who seeks to maintain the confidentiality of its information must satisfy the
8 requirements of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the motion to seal.
9 Failure to satisfy this requirement will result in the motion to seal being denied, in accordance with
10 the strong presumption of public access to the Court's files.

11 5. DESIGNATING PROTECTED MATERIAL

12 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party
13 or non-party that designates information or items for protection under this agreement must take
14 care to limit any such designation to specific material that qualifies under the appropriate
15 standards. The designating party must designate for protection only those parts of material,
16 documents, items, or oral or written communications that qualify, so that other portions of the
17 material, documents, items, or communications for which protection is not warranted are not swept
18 unjustifiably within the ambit of this agreement.

19 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
20 shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to
21 unnecessarily encumber or delay the case development process or to impose unnecessary
22 expenses and burdens on other parties) expose the designating party to sanctions.

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

26 5.2 Manner and Timing of Designations. Except as otherwise provided in this

1 agreement (see, e.g., second paragraph of section 5.2(b) below), or as otherwise stipulated or
2 ordered, disclosure or discovery material that qualifies for protection under this agreement must
3 be clearly so designated before or when the material is disclosed or produced.

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

10 (b) Testimony given in deposition or in other pretrial proceedings: the parties
11 and any participating non-parties must identify on the record, during the deposition or other pretrial
12 proceeding, all protected testimony, without prejudice to their right to so designate other testimony
13 after reviewing the transcript. Any party or non-party may, within thirty days after receiving the
14 transcript of the deposition or other pretrial proceeding, designate portions of the transcript, or
15 exhibits thereto, as confidential. If a party or non-party desires to protect confidential information
16 at trial, the issue should be addressed during the pre-trial conference.

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

21 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
22 designate qualified information or items does not, standing alone, waive the designating party’s
23 right to secure protection under this agreement for such material. Upon timely correction of a
24 designation, the receiving party must make reasonable efforts to ensure that the material is treated
25 in accordance with the provisions of this agreement.

26 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

JOINT STIPULATED PROTECTIVE ORDER (2:22-cv-01340-TL) - 6

1 6.1 Timing of Challenges. Any party or non-party may challenge a designation of
2 confidentiality at any time. Unless a prompt challenge to a designating party’s confidentiality
3 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
4 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to
5 challenge a confidentiality designation by electing not to mount a challenge promptly after the
6 original designation is disclosed.

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

14 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court
15 intervention, the designating party may file and serve a motion to retain confidentiality under Local
16 Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of
17 persuasion in any such motion shall be on the designating party. Frivolous challenges, and those
18 made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on
19 other parties) may expose the challenging party to sanctions. All parties shall continue to maintain
20 the material in question as confidential until the court rules on the challenge.

21 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
22 LITIGATION

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

- 26 (a) promptly notify the designating party in writing and include a copy of the

1 subpoena or court order;

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

5 (c) cooperate with respect to all reasonable procedures sought to be pursued by
6 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 disclosed confidential
9 material to any person or in any circumstance not authorized under this agreement, the receiving
10 party must immediately (a) notify in writing the designating party of the unauthorized
11 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the protected material,
12 (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of
13 this agreement, and (d) request that such person or persons execute the “Acknowledgment and
14 Agreement to Be Bound” that is attached hereto as Exhibit A.

15 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
16 MATERIAL

17 When a producing party gives notice to receiving parties that certain inadvertently
18 produced material is subject to a claim of privilege or other protection, the obligations of the
19 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
20 provision is not intended to modify whatever procedure may be established in an e-discovery
21 order or agreement that provides for production without prior privilege review. The parties agree
22 to the entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

23 10. NON TERMINATION AND RETURN OF DOCUMENTS

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

1 destruction. The parties agree to confirm destruction of confidential materials, if that is the
2 chosen method for treatment of confidential materials upon conclusion of the litigation.

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

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

9
10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:

11 Dated: July 21, 2023

12 /s/ Yitzchak Zelman

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25 *Attorneys for Plaintiff Elvira Hajric*

1
2 DATED: July 21, 2023

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14 DATED: July 21, 2023

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Attorneys for Defendant Experian Information
Solutions, Inc

1 PURSUANT TO STIPULATION, IT IS SO ORDERED that the above Stipulated
2 Protective Order is hereby GRANTED.

3 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any
4 documents, electronically stored information (ESI) or information, whether inadvertent or
5 otherwise, in this proceeding shall not, for the purposes of this proceeding or any other federal or
6 state proceeding, constitute a waiver by the producing party of any privilege applicable to those
7 documents, including the attorney-client privilege, attorney work-product protection, or any
8 other privilege or protection recognized by law. This Order shall be interpreted to provide the
9 maximum protection allowed by Fed. R. Evid. 502(d). The provisions of Fed. R. Evid. 502(b)
10 do not apply. Nothing contained herein is intended to or shall serve to limit a party's right to
11 conduct a review of documents, ESI or information (including metadata) for relevance,
12 responsiveness and/or segregation of privileged and/or protected information before production.
13 Information produced in discovery that is protected as privileged or work product shall be
14 immediately returned to the producing party.

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16 DATED: July 25, 2023

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19 _____
20 Tana Lin
21 United States District Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of
 perjury that I have read in its entirety and understand the Stipulated Protective Order that was
 issued by the United States District Court for the Western District of Washington on [date] in the
 case of Elivsa Hajric v. Equifax Information Services, LLC, Case No. 2:22-cv-01340-TL. I agree
 to comply with and to be bound by all the terms of this Stipulated Protective Order and I
 understand and acknowledge that failure to so comply could expose me to sanctions and
 punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner
 any information or item that is subject to this Stipulated Protective Order to any person or entity
 except in strict compliance with the provisions of this Order.

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

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

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CERTIFICATE OF SERVICE

I hereby certify that on the date below, I caused the foregoing document to be electronically filed with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all counsel of record.

Dated this 21st day of July 2023.

/s/ Sara J. Wadsworth

Sara J. Wadsworth, WSBA No. 55952
Attorney for Defendant Experian Information
Solutions, Inc.