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9 Attorney for Defendants,  
MIDLAND FUNDING, LLC and  
10 MIDLAND CREDIT MANAGEMENT, INC.

11 UNITED STATES DISTRICT COURT  
12 DISTRICT OF ARIZONA

13 CHRISTINE BAKER, ) Case No.: 3:13-cv-08169-DGC  
14 )  
15 Plaintiff, )  
16 vs. ) **[PROPOSED] STIPULATED**  
17 ) **PROTECTIVE ORDER**  
18 )  
19 MIDLAND FUNDING LLC; )  
20 MIDLAND CREDIT )  
MANAGEMENT, INC.; and )  
21 EQUIFAX INFORMATION )  
SERVICES LLC, )  
22 Defendants. )

23 **IT IS HEREBY STIPULATED** by and between Plaintiff CHRISTINE BAKER  
24 (“Plaintiff”) and Defendants MIDLAND FUNDING LLC and MIDLAND CREDIT  
25 MANAGEMENT, INC. (collectively referred to as “Defendants”), by and through their  
26 respective counsel of record, that in order to facilitate the exchange of information and  
27 documents which may be subject to confidentiality limitations on disclosure due to  
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1 federal laws, state laws, and privacy rights, the Parties stipulate to the following  
2 Stipulated Protective Order:

3 **STIPULATED PROTECTIVE ORDER**

4 **1. PURPOSES AND LIMITATIONS**

5 Disclosure and discovery activity in this action are likely to involve production  
6 of privileged, confidential, proprietary, or private information for which special  
7 protection from public disclosure and from use for any purpose other than prosecuting  
8 this litigation may be warranted. Accordingly, the parties hereby stipulate to this  
9 Protective Order. The parties acknowledge that this Protective Order does not confer  
10 blanket protections on all disclosures or responses to discovery and that the protection  
11 it affords from public disclosure and use extends only to the limited information or  
12 items that are entitled to confidential treatment under the applicable legal principles.  
13 The parties further acknowledge, as set forth in Section 12.3, below, that this  
14 Protective Order does not entitle them (or preclude them) to file confidential  
15 information under seal.

16 **2. DEFINITIONS**

17 **2.1 Challenging Party:** a Party or Non-Party that challenges the designation  
18 of information or items under this Order.

19 **2.2 “CONFIDENTIAL” Information or Items:** information (regardless of  
20 how it is generated, stored or maintained) or tangible things entitled to confidential  
21 treatment under the applicable legal principles.

22 **2.3 Counsel (without qualifier):** Outside Counsel of Record and House  
23 Counsel (as well as their support staff).

24 **2.4 Designating Party:** a Party or Non-Party that designates information or  
25 items that it produces in disclosures or in responses to discovery as  
26 “CONFIDENTIAL.”

27 **2.5 Disclosure or Discovery Material:** all items or information, regardless of  
28 the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced or  
2 generated in disclosures or responses to discovery in this matter.

3       **2.6 Expert:** a person with specialized knowledge or experience in a matter  
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
5 expert witness or as a consultant in this action.

6       **2.7 House Counsel:** attorneys who are employees of a party to this action.  
7 House Counsel does not include Outside Counsel of Record or any other outside  
8 counsel.

9       **2.8 Non-Party:** any natural person, partnership, corporation, association, or  
10 other legal entity not named as a Party to this action.

11       **2.9 Outside Counsel of Record:** attorneys who are not employees of a party  
12 to this action but are retained to represent or advise a party to this action and have  
13 appeared in this action on behalf of that party or are affiliated with a law firm which  
14 has appeared on behalf of that party.

15       **2.10 Party:** any party to this action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and their  
17 support staffs).

18       **2.11 Producing Party:** a Party or Non-Party that produces Disclosure or  
19 Discovery Material in this action.

20       **2.12 Professional Vendors:** persons or entities that provide litigation support  
21 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
22 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
23 their employees and subcontractors.

24       **2.13 Protected Material:** any Disclosure or Discovery Material that is  
25 designated as “CONFIDENTIAL.”

26       **2.14 Receiving Party:** a Party that receives Disclosure or Discovery Material  
27 from a Producing Party.  
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1           **2.15 “Blog” or “Blogging”:** A truncation of the expression *web log* refers to a  
2 discussion or informational site published on the World Wide Web and consisting of  
3 discrete entries (“posts”).

4           **3. SCOPE**

5           The protections conferred by this Stipulation and Order cover not only Protected  
6 Material (as defined above), but also (1) any information copied or extracted from  
7 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
8 Material; and (3) any testimony, conversations, or presentations by Parties or their  
9 Counsel that might reveal Protected Material. However, the protections conferred by  
10 this Stipulation and Order do not cover the following information: (a) any information  
11 that is in the public domain at the time of disclosure to a Receiving Party or becomes  
12 part of the public domain after its disclosure to a Receiving Party as a result of  
13 publication not involving a violation of this Order, including becoming part of the  
14 public record through trial or otherwise; and (b) any information known to the  
15 Receiving Party prior to the disclosure or obtained by the Receiving Party after the  
16 disclosure from a source who obtained the information lawfully and under no  
17 obligation of confidentiality to the Designating Party. Any use of Protected Material at  
18 trial shall be governed by a separate agreement or order.

19           **4. DURATION**

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

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1 **5. DESIGNATING & PRODUCTION OF PROTECTED MATERIAL**

2 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

3 Each Party or Non-Party that designates information or items for protection  
4 under this Order must take care to limit any such designation to specific material that  
5 qualifies under the appropriate standards. Mass, indiscriminate, or routinized  
6 designations are prohibited. Designations that are shown to be clearly unjustified or  
7 that have been made for an improper purpose (e.g., to unnecessarily encumber or retard  
8 the case development process or to impose unnecessary expenses and burdens on other  
9 parties) may expose the Designating Party to sanctions.

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

13 **5.2 Manner and Timing of Designations.** Except as otherwise provided in  
14 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
15 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
16 under this Order must be clearly so designated before the material is disclosed or  
17 produced.

18 Designation in conformity with this Order requires:

19 (a) for information in documentary form (e.g., paper or electronic  
20 documents, but excluding transcripts of depositions or other pretrial or trial  
21 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” to each  
22 page of the document containing protected material.

23 A Party or Non-Party that makes original documents or materials available for  
24 inspection need not designate them for protection until after the inspecting Party has  
25 indicated which material it would like copied and produced. During the inspection and  
26 before the designation, all of the material made available for inspection shall be  
27 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it  
28 wants copied and produced, the Producing Party must determine which documents, or

1 portions thereof, qualify for protection under this Order. Then, before producing the  
2 specified documents, the Producing Party must affix the “CONFIDENTIAL” legend to  
3 each page of the document that contains Protected Material.

4 (b) for testimony given in deposition or in other pretrial or trial  
5 proceedings, that the Designating Party identify on the record, before the close of the  
6 deposition, hearing, or other proceeding, all protected testimony. Alternatively, the  
7 Designating Party may notify all parties to this litigation, in writing, of the transcript  
8 pages and lines and/or exhibits that contain CONFIDENTIAL information within 30  
9 days after receipt of the transcript containing the testimony or exhibits designated  
10 CONFIDENTIAL.

11 (c) for information produced in some form other than documentary and  
12 for any other tangible items, that the Producing Party affix in a prominent place on the  
13 exterior of the container or containers in which the information or item is stored the  
14 legend “CONFIDENTIAL.” If only a portion or portions of the information or item  
15 warrant protection, the Producing Party, to the extent practicable, shall identify the  
16 protected portion(s).

17 **5.3 Inadvertent Failures to Designate.** If timely corrected, an inadvertent  
18 failure to designate qualified information or items as “Confidential” does not, standing  
19 alone, waive the Designating Party’s right to secure protection under this Order for  
20 such material. Upon timely correction of a designation, the Receiving Party must make  
21 reasonable efforts to assure that the material is treated in accordance with the  
22 provisions of this Order.

## 23 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

24 **6.1 Timing of Challenges.** Any Party or Non-Party may challenge a  
25 designation of confidentiality at any time. Unless a prompt challenge to a Designating  
26 Party’s confidentiality designation is necessary to avoid foreseeable, substantial  
27 unfairness, unnecessary economic burdens, or a significant disruption or delay of the  
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1 litigation, a Party does not waive its right to challenge a confidentiality designation by  
2 electing not to mount a challenge promptly after the original designation is disclosed.

3 **6.2 Meet and Confer.** The Challenging Party shall initiate the dispute  
4 resolution process by providing written notice of each designation it is challenging and  
5 describing the basis for each challenge. To avoid ambiguity as to whether a challenge  
6 has been made, the written notice must recite that the challenge to confidentiality is  
7 being made in accordance with this specific paragraph of the Protective Order. The  
8 parties shall attempt to resolve each challenge in good faith and must begin the process  
9 by conferring directly (in voice to voice dialogue; other forms of communication are  
10 not sufficient) within 14 days of the date of service of notice. In conferring, the  
11 Challenging Party must explain the basis for its belief that the confidentiality  
12 designation was not proper and must give the Designating Party an opportunity to  
13 review the designated material, to reconsider the circumstances, and, if no change in  
14 designation is offered, to explain the basis for the chosen designation. A Challenging  
15 Party may proceed to the next stage of the challenge process only if it has engaged in  
16 this meet and confer process first, or establishes that the Designating Party is unwilling  
17 to participate in the meet and confer process in a timely manner.

18 **6.3 Judicial Intervention.** If the Parties cannot resolve a challenge without  
19 Court intervention, the Designating Party or Challenging Party may file and serve a  
20 motion to retain or challenge a confidentiality designation after 21 days of the initial  
21 notice of challenge or after 14 days of the parties agreeing that the meet and confer  
22 process will not resolve their dispute. Each such motion must be accompanied by a  
23 competent declaration affirming that the movant has complied with the meet and confer  
24 requirements imposed in the preceding paragraph.

25 The burden of persuasion in any such challenge proceeding shall be on the  
26 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,  
27 to harass or impose unnecessary expenses and burdens on other parties) may expose the  
28 Challenging Party to sanctions. Unless the Designating Party has expressly waived the

1 confidentiality designation, all parties shall continue to afford the material in question  
2 the level of protection to which it is entitled under the Producing Party's designation  
3 until the court rules on the challenge.

## 4 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

5 **7.1 Basic Principles.** A Receiving Party may use Protected Material that is  
6 disclosed or produced by another Party or by a Non-Party in connection with this case  
7 only for prosecuting, defending, or attempting to settle this litigation. Such Protected  
8 Material may be disclosed only to the categories of persons and under the conditions  
9 described in this Order. When the litigation has been terminated, a Receiving Party  
10 must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

14 **7.2 Disclosure of "CONFIDENTIAL" Information or Items.** Unless  
15 otherwise ordered by the court or permitted in writing by the Designating Party, a  
16 Receiving Party may disclose any information or item designated "CONFIDENTIAL"  
17 only to:

18 (a) the Receiving Party's Outside Counsel of Record in this action, as  
19 well as employees of said Outside Counsel of Record to whom it is reasonably  
20 necessary to disclose the information for this litigation and who have signed the  
21 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A;

22 (b) the officers, directors, and employees (including House Counsel) of  
23 the Receiving Party to whom disclosure is reasonably necessary for this litigation and  
24 who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

25 (c) Experts (as defined in this Order) of the Receiving Party to whom  
26 disclosure is reasonably necessary for this litigation and who have signed the  
27 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

28 (d) the court and its personnel;



1 (e) court reporters and their staff, professional jury or trial consultants,  
2 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for  
3 this litigation and who have signed the “Acknowledgment and Agreement to Be  
4 Bound” (Exhibit A);

5 (f) during their depositions, witnesses in the action to whom disclosure is  
6 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be  
7 Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by  
8 the court. Pages of transcribed deposition testimony or exhibits to depositions that  
9 reveal Protected Material must be separately bound by the court reporter and may not  
10 be disclosed to anyone except as permitted under this Stipulated Protective Order.

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

## 13 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN** 14 **OTHER LITIGATION**

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

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

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

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

26 If the Designating Party timely seeks a protective order, the Party served with the  
27 subpoena or court order shall not produce any information designated in this action as  
28 “CONFIDENTIAL” before a determination by the court from which the subpoena or

1 order issued, unless the Party has obtained the Designating Party’s permission. The  
2 Designating Party shall bear the burden and expense of seeking protection in that court  
3 of its confidential material – and nothing in these provisions should be construed as  
4 authorizing or encouraging a Receiving Party in this action to disobey a lawful  
5 directive from another court.

6 **9. A NON-PARTY’S PROTECTED MATERIAL**

7 (a) The terms of this Order are applicable to information produced by a  
8 Non-Party in this action and designated as “CONFIDENTIAL.” Such information  
9 produced by Non-Parties in connection with this litigation is protected by the remedies  
10 and relief provided by this Order. Nothing in these provisions should be construed as  
11 prohibiting a Non-Party from seeking additional protections.

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

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

19 (2) promptly provide the Non-Party with a copy of the Stipulated  
20 Protective Order in this litigation, the relevant discovery request(s), and a reasonably  
21 specific description of the information requested; and

22 (3) make the information requested available for inspection by  
23 the Non-Party.

24 (c) If the Non-Party fails to object or seek a protective order from this  
25 court within 21 days of receiving the notice and accompanying information, the  
26 Receiving Party may produce the Non-Party’s confidential information responsive to  
27 the discovery request. If the Non-Party timely seeks a protective order, the Receiving  
28 Party shall not produce any information in its possession or control that is subject to

1 the confidentiality agreement with the Non-Party before a determination by the court.  
2 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
3 of seeking protection in this court of its Protected Material.

#### 4 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
6 Protected Material to any person or in any circumstance not authorized under this  
7 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing  
8 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
9 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
10 whom unauthorized disclosures were made of all the terms of this Order, and (d)  
11 request such person or persons to execute the “Acknowledgment and Agreement to Be  
12 Bound” that is attached hereto as Exhibit A.

#### 13 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE** 14 **PROTECTED MATERIAL**

15 When a Producing Party gives notice to Receiving Parties that certain  
16 inadvertently produced material is subject to a claim of privilege or other protection,  
17 a Receiving Party must promptly return, sequester, or destroy the specified information  
18 and any copies it has; must not use or disclose the information until the claim is  
19 resolved; must take reasonable steps to retrieve the information if the party disclosed it  
20 before being notified; and may promptly present the information to the court under seal  
21 for a determination of the claim. The producing party must preserve the information  
22 until the claim is resolved. This provision is not intended to modify whatever  
23 procedure may be established in an e-discovery order that provides for production  
24 without prior privilege review.

#### 25 **12. MISCELLANEOUS**

26 **12.1 Right to Further Relief.** Nothing in this Order abridges the right of any  
27 person to seek its modification by the court in the future.  
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1           **12.2 Right to Assert Other Objections.** By stipulating to the entry of this  
2 Protective Order no Party waives any right it otherwise would have to object to  
3 disclosing or producing any information or item on any ground not addressed in this  
4 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
5 ground to use in evidence of any of the material covered by this Protective Order.

6           **12.3 Filing Protected Material.** Without written permission from the  
7 Designating Party or a court order secured after appropriate notice to all interested  
8 persons, a Party may not file in the public record in this action any Protected Material.  
9 Protected Material may only be filed under seal pursuant to a court order authorizing  
10 the sealing of the specific Protected Material at issue. A sealing order will issue only  
11 upon a request establishing that the Protected Material at issue is privileged,  
12 protectable as a trade secret, or otherwise entitled to protection under the law. If a  
13 Receiving Party's request to file Protected Material under seal is denied by the court,  
14 then the Receiving Party may file the information in the public record unless otherwise  
15 instructed by the court.

16           **12.4 Blogging Protected Material.** Without written permission from the  
17 Designating Party or a court order secured after appropriate notice to all interested  
18 persons, a Party may not blog online in this action about any Protected Material or any  
19 material or information deemed confidential by court order or by rule.

### 20 **13. FINAL DISPOSITION**

21           Within 60 days after the final disposition of this action, as defined in paragraph  
22 4, each Receiving Party must return all Protected Material to the Producing Party. As  
23 used in this subdivision, “all Protected Material” includes all copies, abstracts,  
24 compilations, summaries, and any other format reproducing or capturing any of the  
25 Protected Material. The Receiving Party must submit a written certification to the  
26 Producing Party (and, if not the same person or entity, to the Designating Party) by the  
27 60 day deadline that (1) identifies (by category, where appropriate) all the Protected  
28 Material that was returned and (2) affirms that the Receiving Party has not retained any

1 copies, abstracts, compilations, summaries or any other format reproducing or  
2 capturing any of the Protected Material. Notwithstanding this provision, Counsel are  
3 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and  
4 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits,  
5 expert reports, attorney work product, and consultant and expert work product, even if  
6 such materials contain Protected Material. Any such archival copies that contain or  
7 constitute Protected Material remain subject to this Protective Order as set forth in  
8 Section 4.

9  
10 **IT IS SO STIPULATED, THROUGH PRO SE PLAINTIFF AND DEFENSE**  
11 **COUNSEL OF RECORD.**

12  
13 Dated July\_\_\_\_, 2014,

14 \_\_\_\_\_  
15 Christine Baker  
16 *Plaintiff In Pro Se*

17 Dated July\_\_\_\_, 2014,

18 **CARLSON & MESSER LLP**

19  
20 \_\_\_\_\_  
21 David J. Kaminski  
22 *Attorneys for Defendants*  
23 *Midland Funding LLC and Midland Credit*  
24 *Management, Inc.*

**IT IS SO ORDERED.**

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U.S. District Court Judge

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