

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Douglas Galanter v. Access Finance, Inc.

Galanter v. Access Finance · No. 2:23-cv-09466-ODW-SSC · Decided March 19, 2025

OPINION

Douglas Galanter v. Access Finance, Inc.

PER CURIAM.

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UNITED STATES DISTRICT COURT

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CENTRAL DISTRICT OF CALIFORNIA

3 4 Douglas Galanter, Case No. 2:23-cv-09466-ODW- 5 v. SSC 6 7 Los Angeles Auto
Wholesalers & STIPULATED PROTECTIVE
ORDER1

8 Recovery Services, Inc. 9 10 11

1. INTRODUCTION

12 13 1.1 Purposes and Limitations. Discovery in this action is likely to 14 involve production of
confidential, proprietary, or private information for 15 which special protection from public
disclosure and from use for any 16 purpose other than prosecuting this litigation may be
warranted. 17 Accordingly, the parties hereby stipulate to and petition the court to 18 enter the
following Stipulated Protective Order. The parties 19 acknowledge that this Order does not confer
blanket protections on all 20 disclosures or responses to discovery and that the protection it
affords 21 from public disclosure and use extends only to the limited information or 22 items that
are entitled to confidential treatment under the applicable 23 legal principles. 24 1.2 Good Cause
Statement. 25 26 27 1 This Stipulated Protective Order is substantially based on the model
protective order provided under Magistrate Judge Stephanie S. 1 This action is likely to involve
customer and pricing lists and other 2 valuable research, development, commercial, financial,
technical and/or 3 proprietary information for which special protection from public 4 disclosure
and from use for any purpose other than prosecution of this 5 action is warranted. Such
confidential and proprietary materials and 6 information consist of, among other things,
confidential business or 7 financial information, information regarding confidential business 8
practices, or other confidential research, development, or commercial 9 information (including
information implicating privacy rights of third 10 parties), information otherwise generally
unavailable to the public, or 11 which may be privileged or otherwise protected from disclosure
under 12 state or federal statutes, court rules, case decisions, or common law. 13 Accordingly, to

expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

1.3 Acknowledgment of Procedure for Filing Under Seal. The parties further acknowledge, as set forth in Section 12.3, below, that this information under seal; Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal. There is a strong presumption that the public has a right of access to judicial proceedings and records in civil cases. In connection with non-dispositive motions, good cause must be shown to support a filing under seal. See *Kamakana v. City and Cnty. of Honolulu*, 447 F.3d 8 1172, 1176 (9th Cir. 2006), *Phillips ex rel. Ests. of Byrd v. Gen. Motors Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002), *Makar-Welbon v. Sony Elecs., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good cause showing), and a specific showing of good cause or compelling reasons with proper evidentiary support and legal justification, must be made with respect to Protected Material that a party seeks to file under seal. The parties' mere designation of Disclosure or Discovery Material as CONFIDENTIAL does not—without the submission of competent evidence by declaration, establishing that the material sought to be filed under seal qualifies as confidential, privileged, or otherwise protectable—constitute good cause. Further, if a party requests sealing related to a dispositive motion or trial, then compelling reasons, not only good cause, for the sealing must be shown, and the relief sought shall be narrowly tailored to serve the specific interest to be protected. See *Pintos v. Pac. Creditors Ass'n*, 605 F.3d 665, 677–79 (9th Cir. 2010). For each item or type of information, document, or thing sought to be filed or introduced under seal in connection with a dispositive motion or trial, the party seeking protection must articulate compelling reasons, supported by specific competent evidence supporting the application to file documents under seal must be provided by declaration. Any document that is not confidential, privileged, or otherwise protectable in its entirety will not be filed under seal if the confidential portions can be redacted. If documents can be redacted, then a redacted version for public viewing, omitting only the confidential, privileged, or otherwise protectable portions of the document, shall be filed. Any application that seeks to file documents under seal in their entirety should include an explanation of why redaction is not feasible.

2. DEFINITIONS

2.1 Action: this pending federal lawsuit. **2.2 Challenging Party:** a Party or Non-Party that

challenges the 14 designation of information or items under this Order. 15 2.3 “CONFIDENTIAL” Information or Items: information 16 (regardless of how it is generated, stored or maintained) or tangible 17 18 things that qualify for protection under Rule 26(c) of the Federal Rules of 19 Civil Procedure, and as specified above in the Good Cause Statement. 20 2.4 Counsel: Outside Counsel of Record and House Counsel (as 21 well as their support staff). 22 2.5 Designating Party: a Party or Non-Party that designates 23 information or items that it produces in disclosures or in responses to 24 discovery as “CONFIDENTIAL.” 25 2.6 Disclosure or Discovery Material: all items or information, 26 regardless of the medium or manner in which it is generated, stored, or 27 maintained (including, among other things, testimony, transcripts, and 1 tangible things), that are produced or generated in disclosures or 2 responses to discovery in this matter. 3 2.7 Expert: a person with specialized knowledge or experience in 4 a matter pertinent to the litigation who has been retained by a Party or 5 its counsel to serve as an expert witness or as a consultant in this Action. 6 2.8 Final Disposition: the later of (1) dismissal of all claims and 7 defenses in this Action, with or without prejudice; and (2) final judgment 8 herein after the completion and exhaustion of all appeals, rehearings, 9 remands, trials, or reviews of this Action, including the time limits for 10 filing any motions or applications for extension of time pursuant to 11 applicable law. 12 2.9 In-House Counsel: attorneys who are employees of a party to 13 this Action. In-House Counsel does not include Outside Counsel of 14 Record or any other outside counsel. 15 2.10 Non-Party: any natural person, partnership, corporation, 16 association, or other legal entity not named as a Party to this action. 17 2.11 Outside Counsel of Record: attorneys who are not employees 18 of a party to this Action but are retained to represent or advise a party to 19 this Action and have appeared in this Action on behalf of that party or 20 are affiliated with a law firm which has appeared on behalf of that party, 21 22 and includes support staff. 23 2.12 Party: any party to this Action, including all of its officers, 24 directors, employees, consultants, retained experts, and Outside Counsel 25 of Record (and their support staffs). 26 2.13 Producing Party: a Party or Non-Party that produces 27 Disclosure or Discovery Material in this Action. 1 litigation-support services (e.g., photocopying, videotaping, translating, 2 preparing exhibits or demonstrations, and organizing, storing, or 3 retrieving data in any form or medium) and their employees and 4 subcontractors. 5 2.15 Protected Material: any Disclosure or Discovery Material that 6 is designated as “CONFIDENTIAL.” 7 2.16 Receiving Party: a Party that receives Disclosure or Discovery 8 Material from a Producing Party. 9 10

3. SCOPE

11 The protections conferred by this Stipulation and Order cover not 12 only Protected Material (as defined above), but also (1) any information 13 copied or extracted from Protected Material; (2) all copies, excerpts, 14 summaries, or compilations of Protected Material; and (3) any 15 testimony, conversations, or presentations by Parties or their Counsel 16 that might reveal Protected Material. 17 18 Any use of Protected Material at trial shall be governed by the 19 orders of the trial judge. This Stipulated Protective Order does not 20 govern the use of Protected

Material at trial. 21

22 4. TRIAL AND DURATION

23 The terms of this Stipulated Protective Order apply through Final 24 Disposition of the Action.
25 Once a case proceeds to trial, information that was designated as 26 CONFIDENTIAL or
maintained pursuant to this Stipulated Protective 27 1 will be presumptively available to all
members of the public, including 2 the press, unless compelling reasons supported by specific
factual 3 findings to proceed otherwise are made to the trial judge in advance of 4 the trial. See
Kamakana, 447 F.3d at 1180–81 (distinguishing “good 5 cause” showing for sealing documents
produced in discovery from 6 “compelling reasons” standard when merits-related documents are
part 7 of court record). Accordingly, for such materials, the terms of this 8 Stipulated Protective
Order do not extend beyond the commencement of 9 the trial. 10 Even after Final Disposition of
this litigation, the confidentiality 11 obligations imposed by this Stipulated Protective Order shall
remain in 12 effect until a Designating Party agrees otherwise in writing or a court 13 order
otherwise directs. 14 15

5. DESIGNATING PROTECTED MATERIAL

16 5.1 Exercise of Restraint and Care in Designating Material for 17 18 Protection. Each Party or
Non-Party that designates information or 19 items for protection under this Order must take care
to limit any such 20 designation to specific material that qualifies under the appropriate 21
standards. The Designating Party must designate for protection only 22 those parts of material,
documents, items, or oral or written 23 communications that qualify so that other portions of the
material, 24 documents, items, or communications for which protection is not 25 warranted are
not swept unjustifiably within the ambit of this Order. 26 Mass, indiscriminate, or routinized
designations are prohibited. 27 Designations that are shown to be clearly unjustified or that have
been 1 made for an improper purpose (e.g., to unnecessarily encumber the case 2 development
process or to impose unnecessary expenses and burdens on 3 other parties) may expose the
Designating Party to sanctions. 4 If it comes to a Designating Party’s attention that information or
5 items that it designated for protection do not qualify for protection, that 6 Designating Party
must promptly notify all other Parties that it is 7 withdrawing the inapplicable designation. 8 5.2
Manner and Timing of Designations. Except as otherwise 9 provided in this Stipulated Protective
Order (see, e.g., second paragraph 10 of section 5.2(a) below), or as otherwise stipulated or
ordered, Disclosure 11 or Discovery Material that qualifies for protection under this Stipulated 12
Protective Order must be clearly so designated before the material is 13 disclosed or produced. 14
Designation in conformity with this Stipulated Protective Order 15 requires: 16 17 (a) for
information in documentary form (e.g., paper or electronic 18 documents, but excluding
transcripts of depositions or other pretrial or 19 trial proceedings), that the Producing Party affix at
a minimum, the 20 legend “CONFIDENTIAL” to each page that contains protected 21 material. If
only a portion or portions of the material on a page 22 qualifies for protection, the Producing Party
also must clearly identify 23 the protected portion(s) (e.g., by making appropriate markings in the

24 margins). 25 A Party or Non-Party that makes original documents available for 26 inspection need not designate them for protection until after the 27 inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of 2 the material made available for inspection shall be deemed 3 CONFIDENTIAL. After the inspecting Party has identified the 4 documents it wants copied and produced, the Producing Party must 5 determine which documents, or portions thereof, qualify for protection 6 under this Stipulated Protective Order. Then, before producing the 7 specified documents, the Producing Party must affix the 8 “CONFIDENTIAL” legend to each page that contains Protected 9 Material. If only a portion or portions of the material on a page 10 qualifies for protection, the Producing Party also must clearly identify 11 the protected portion(s) (e.g., by making appropriate markings in the 12 margins). 13 (b) for testimony given in depositions that the Designating Party 14 identify the Disclosure or Discovery Material on the record, before the 15 close of the deposition all protected testimony. 16 (c) for information produced in some form other than 17 documentary and for any other tangible items, that the Producing Party 18 affix in a prominent place on the exterior of the container or containers 19 in which the information is stored the “CONFIDENTIAL” legend. If only 20 a portion or portions of the information warrants protection, the 21 22 Producing Party, to the extent practicable, shall identify the protected 23 portion(s). 24 5.3 Inadvertent Failures to Designate. If timely corrected, an 25 inadvertent failure to designate qualified information or items does not, 26 standing alone, waive the Designating Party’s right to secure protection 27 under this Order for such material. Upon timely correction of a 1 designation, the Receiving Party must make reasonable efforts to assure 2 that the material is treated in accordance with the provisions of this 3 Stipulated Protective Order. 4

5 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6 6.1 Timing of Challenges. Any Party or Non-Party may 7 challenge a designation of confidentiality at any time that is consistent 8 with the court’s Scheduling Order. 9 6.2 Meet and Confer. The Challenging Party shall initiate the 10 dispute resolution process under Local Rule 37.1 et seq. and with 11 Section 2 of Judge Christensen’s Civil Procedures titled “Brief Pre- 12 Discovery Motion Conference.” 13 6.3 The burden of persuasion in any such challenge proceeding 14 shall be on the Designating Party. Frivolous challenges, and those 15 made for an improper purpose (e.g., to harass or impose unnecessary 16 expenses and burdens on other parties) may expose the Challenging 17 18 Party to sanctions. Unless the Designating Party has waived or 19 withdrawn the confidentiality designation, all parties shall continue to 20 afford the material in question the level of protection to which it is 21 entitled under the Producing Party’s designation until the court rules on 22 the challenge. 23

24 7. ACCESS TO AND USE OF PROTECTED MATERIAL

25 7.1 Basic Principles. A Receiving Party may use Protected 26 27 2 Judge Christensen’s Procedures are available at 1 Material that is disclosed or produced by another Party or by a Non- 2 Party in connection with this Action only for prosecuting, defending, or 3 attempting to settle

this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action reaches a Final Disposition, a Receiving Party must comply with the provisions of section 13 below. Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Stipulated Protective Order. 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only: (a) to the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action; (b) to the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action; (c) to Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A); (d) to the court and its personnel; (e) to court reporters and their staff; (f) to professional jury or trial consultants, mock jurors, and this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A); (g) to the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information; (h) during their depositions, to witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary, provided: (1) the deposing party requests that the witness sign the "Acknowledgment and Agreement to Be Bound" (Exhibit A); and (2) the witness will not be permitted to keep any confidential information unless they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and (i) to any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED

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PRODUCED IN OTHER LITIGATION

23 24 If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as "CONFIDENTIAL," that Party must: (a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order; (b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and (c) cooperate with

respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected. If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as "CONFIDENTIAL" before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party's permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

9.1 Application. The terms of this Stipulated Protective Order are applicable to information produced by a Non-Party in this Action and designated as "CONFIDENTIAL." Such information produced by Non- Parties in connection with this litigation is protected by the remedies construed as prohibiting a Non-Party from seeking additional protections. 9.2 Notification. In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non- Party not to produce the Non-Party's confidential information, then the Party shall: (a) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party; (b) make the information requested available for inspection by the Non-Party, if requested. 9.3 Conditions of Production. If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

11. INADVERTENT PRODUCTION OF PRIVILEGED OR

11

OTHERWISE PROTECTED MATERIAL

12 When a Producing Party gives notice to Receiving Parties that 13 14 certain inadvertently produced material is subject to a claim of privilege 15 or other protection, the obligations of the Receiving Parties are those set 16 forth in Rule 26(b)(5)(B) of the Federal Rules of Civil Procedure. This 17 provision is not intended to modify whatever procedure may be 18 established in an e-discovery order that provides for production without 19 prior privilege review. Pursuant to Rules 502(d) and (e) of the Federal 20 Rules of Evidence, insofar as the parties reach an agreement on the 21 effect of disclosure of a communication or information covered by the 22 attorney-client privilege or work product protection, the parties may 23 incorporate their agreement in the stipulated protective order 24 submitted to the court. 25 26 27

1 12. MISCELLANEOUS

2 12.1 Right to Further Relief. Nothing in this Stipulated 3 Protective Order abridges the right of any person to seek its 4 modification by the court in the future. 5 12.2 Right to Assert Other Objections. By stipulating to the entry 6 of this Stipulated Protective Order no Party waives any right it 7 otherwise would have to object to disclosing or producing any 8 information or item on any ground not addressed in this Stipulated 9 Protective Order. Similarly, no Party waives any right to object on any 10 ground to use in evidence of any of the material covered by this 11 Stipulated Protective Order. 12 12.3 Filing Protected Material. A Party that seeks to file under 13 seal any Protected Material must comply with Local Rule 79-5. 14 Protected Material may only be filed under seal pursuant to a court 15 order authorizing the sealing of the specific Protected Material at issue. 16 If a Party's request to file Protected Material under seal is denied by the 17 18 court, then the Receiving Party may file the information in the public 19 record unless otherwise instructed by the court. 20

21 13. FINAL DISPOSITION

22 After the Final Disposition of this Action, as defined in paragraph 23 4, within 60 days of a written request by the Designating Party, each 24 Receiving Party must return all Protected Material to the Producing 25 Party or destroy such material. As used in this subdivision, "all 26 Protected Material" includes all copies, abstracts, compilations, 27 summaries, and any other format reproducing or capturing any of the 1 Protected Material. Whether the Protected Material is returned or 2 destroyed, the Receiving Party must submit a written certification to 3 the Producing Party (and, if not the same person or entity, to the 4 Designating Party) by the 60 day deadline that (1) identifies (by 5 category, where appropriate) all the Protected Material that was 6 returned or destroyed and (2) affirms that the Receiving Party has not 7 retained any copies, abstracts, compilations, summaries or any other 8 format reproducing or capturing any of the Protected Material. 9 Notwithstanding this provision, Counsel is entitled to retain an archival 10 copy of all pleadings, motion papers, trial, deposition, and hearing 11 transcripts, legal memoranda,

correspondence, deposition and trial 12 exhibits, expert reports, attorney work product, and consultant and 13 expert work product, even if such materials contain Protected Material. 14 Any such archival copies that contain or constitute Protected Material 15 remain subject to this Protective Order as set forth in Section 4. 16 17 18 19 20 21 22 23 24 25 26 27

1 | 14. VIOLATION

2 Any violation of this Stipulated Protective Order may be punished 3 || by any and all appropriate measures including, without limitation, 4 || contempt proceedings and/or monetary sanctions. 5 6 || ITIS SO STIPULATED, THROUGH COUNSEL OF RECORD. 7 || DATED: March 19, 2025 /s/ Attorney(s) for Plaintiff(s)

10 ALEXANDER TRUEBLOOD

1] DATED: March 19, 2025 13 Attorney(s) for Defendant

LANCE D. ORLOFF

ALEXIS A. ARTEAGA

15 16 17 || FOR GOOD CAUSE SHOWN, IT IS SO ORDERED. Z—

19 DATED: March 19, 2025

20 STEPHANIE S. CHRISTENSEN

21 United States Magistrate Judge 22 23 24 25 26 27 28

1 EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

2 3 I, _____ [print or type full name], of 4 _____ [print or type full address], declare under 5 penalty of perjury that I have read in its entirety and understand the 6 Stipulated Protective Order that was issued by the United States 7 District Court for the Central District of California on [date] in the 8 case of _____ [insert formal name of the case and the 9 number and initials assigned to it by the court]. I agree to 10 comply with and to be bound by all the terms of this Stipulated 11 Protective Order and I understand and acknowledge that failure to so 12 comply could expose me to sanctions and punishment in the nature of 13 14 contempt. I solemnly promise that I will not disclose in any manner 15 any information or item that is subject to this Stipulated Protective 16 Order to any person or entity except in strict compliance with the 17 provisions of this Order. 18 I further agree to submit to the jurisdiction of the United States 19 District Court for the Central District of California for the purpose of 20 enforcing the terms of this Stipulated Protective Order, even if such 21 enforcement proceedings occur after termination of this action. I 22 hereby appoint _____ [print or type full name] 23 of _____ [print or type full address and telephone number] as 24 25 26 27 1 my California agent for service of process in connection with this action 2 or any proceedings related to enforcement of this Stipulated Protective 3 Order. 4 5 Date: _____ 6 City and State where sworn and 7 signed: _____ 8 Printed name: _____ 9 Signature: _____ 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27

