UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

Duane Henderson v. Experian Information Solutions, Inc., Equifax Information Services, LLC, TransUnion, LLC, and Early Warning Services, LLC

Henderson v. Experian · No. 2:24-cv-10686-MCS-AJR · Decided July 11, 2025

SUMMARY

This document is a proposed stipulated protective order in Duane Henderson v. Experian Information Solutions, Inc. et al., pending in the U.S. District Court for the Central District of California. It governs the designation, use, disclosure, challenge, filing, and final disposition of confidential discovery materials. The order was stipulated through counsel on July 11, 2025, and includes an acknowledgment and agreement to be bound.

OPINION

Duane Henderson v. Experian Information Solutions, Inc.

PER CURIAM.

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7 UNITED STATES DISTRICT COURT

8 CENTRAL DISTRICT OF CALIFORNIA

9 WESTERN DIVISION

10

DUANE HENDERSON,

11 Plaintiff, Case No. 2:24-cv-10686-MCS-AJR 12 v.

[PROPOSED] STIPULATED

13 EXPERIAN INFORMATION PROTECTIVE ORDER

SOLUTIONS, INC.; EQUIFAX

14 INFORMATION SERVICES, LLC;

TRANSUNION, LLC; and EARLY

15 WARNING SERVICES, LLC; 16 Defendants. 17 18 19 20 21 22 23 24 25 26 27 28

1 1. GENERAL

2 1.1 Purposes and Limitations. Discovery in this action is likely to involve 3 production of confidential, proprietary, or private information for which special 4 protection from public

disclosure and from use for any purpose other than prosecuting 5 this litigation may be warranted. Accordingly, the parties hereby stipulate to and 6 petition the Court to enter the following Stipulated Protective Order. The parties 7 acknowledge that this Order does not confer blanket protections on all disclosures or 8 responses to discovery and that the protection it affords from public disclosure and 9 use extends only to the limited information or items that are entitled to confidential 10 treatment under the applicable legal principles. The parties further acknowledge, as 11 set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle 12 them to file confidential information under seal; Civil Local Rule 79-5 sets forth the 13 procedures that must be followed and the standards that will be applied when a party 14 seeks permission from the court to file material under seal. 15 1.2 Good Cause Statement. 16 This action is likely to involve commercial, financial, and/or proprietary 17 information, including trade secrets, for which special protection from public 18 disclosure and from use for any purpose other than the prosecution of this action is 19 warranted. Such confidential and proprietary materials and information consists of, 20 among other things, information regarding confidential business practices, consumer 21 financial information, and information otherwise generally unavailable to the public, 22 or which may be privileged or otherwise protected from disclosure under state or 23 federal statutes, court rules, case decisions, or common law. Accordingly, to expedite 24 the flow of information, to facilitate prompt resolution of disputes over confidentiality 25 of discovery materials, to adequately protect information the parties are entitled to 26 keep confidential, to ensure that the parties are permitted reasonable necessary uses 27 of such material in preparation for and in the conduct of trial, to address their handling 28 at the end of the litigation, and serve the ends of justice, a protective order for such 1 information is justified in this matter. It is the intent of the parties that information 2 will not be designated as confidential for tactical reasons and that nothing be so 3 designated without a good faith belief that it has been maintained in a confidential, 4 nonpublic manner, and there is good cause why it should not be part of the public 5 record of this case.

6 2. DEFINITIONS

7 2.1 Action: the pending lawsuit captioned Duane Henderson v. Experian 8 Information Solutions, Inc. et al., Case No. 2:24-cv-10686-MCS-AJR. 9 2.2 Challenging Party: a Party or Non-Party that challenges the designation 10 of information or items under this Order. 11 2.3 “CONFIDENTIAL” Information or Items: information (regardless of 12 how it is generated, stored or maintained) or tangible things that qualify for protection 13 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good 14 Cause Statement. 15 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their 16 support staff). 17 2.5 Designating Party: a Party or Non-Party that designates information or 18 items that it produces in disclosures or in responses to discovery as

19 “CONFIDENTIAL.”

20 2.6 Disclosure or Discovery Material: all items or information, regardless 21 of the medium or

manner in which it is generated, stored, or maintained (including, 22 among other things, testimony, transcripts, and tangible things), that are produced or 23 generated in disclosures or responses to discovery in this matter. 24 2.7 Expert: a person with specialized knowledge or experience in a matter 25 pertinent to the litigation who has been retained by a Party or its counsel to serve as 26 an expert witness or as a consultant in this Action. 27 28 1 2.8 House Counsel: attorneys who are employees of a party to this Action. 2 House Counsel does not include Outside Counsel of Record or any other outside 3 counsel. 4 2.9 Non-Party: any natural person, partnership, corporation, association, or 5 other legal entity not named as a Party to this action. 6 2.10 Outside Counsel of Record: attorneys who are not employees of a party 7 to this Action but are retained to represent or advise a party to this Action and have 8 appeared in this Action on behalf of that party or are affiliated with a law firm that 9 has appeared on behalf of that party, including support staff. 10 2.11 Party: any party to this Action, including all of its officers, directors, 11 employees, consultants, retained experts, and Outside Counsel of Record (and their 12 support staffs). 13 2.12 Producing Party: a Party or Non-Party that produces Disclosure or 14 Discovery Material in this Action. 15 2.13 Professional Vendors: persons or entities that provide litigation support 16 services (e.g., photocopying, videotaping, translating, preparing exhibits or 17 demonstrations, and organizing, storing, or retrieving data in any form or medium) 18 and their employees and subcontractors. 19 2.14 Protected Material: any Disclosure or Discovery Material that is 20 designated as "CONFIDENTIAL." 21 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material 22 from a Producing Party. 23

24 3. SCOPE

25 The protections conferred by this Stipulation and Order cover not only 26 Protected Material (as defined above), but also (1) any information copied or extracted 27 from Protected Material; (2) all copies, excerpts, summaries, or compilations of 28 1 Protected Material; and (3) any testimony, conversations, or presentations by Parties 2 or their Counsel that might reveal Protected Material. 3 Any use of Protected Material at trial shall be governed by the orders of the 4 trial judge. This Order does not govern the use of Protected Material at trial. 5

6 4. DURATION

7 Once a case proceeds to trial, all of the court-filed information to be introduced 8 that was previously designated as confidential or maintained pursuant to this 9 protective order becomes public and will be presumptively available to all members 10 of the public, including the press, unless compelling reasons supported by specific 11 factual findings to proceed otherwise are made to the trial judge in advance of the 12 trial. See Kamakana v. City and Cty. of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 13 2006) (distinguishing "good cause" showing for sealing documents produced in 14 discovery from "compelling reasons" standard when merits-related documents are 15 part of court record). Accordingly, the terms of this protective order do not extend 16 beyond the commencement of the trial. 17

18 5. DESIGNATING PROTECTED MATERIAL

19 5.1 Exercise of Restraint and Care in Designating Material for Protection. 20 Each Party or Non-Party that designates information or items for protection under this 21 Order must take care to limit any such designation to specific material that qualifies 22 under the appropriate standards. The Designating Party must designate for protection 23 only those parts of material, documents, items, or oral or written communications that 24 qualify so that other portions of the material, documents, items, or communications 25 for which protection is not warranted are not swept unjustifiably within the ambit of 26 this Order. 27 Mass, indiscriminate, or routinized designations are prohibited. Designations 28 that are shown to be clearly unjustified or that have been made for an improper 1 purpose (e.g., to unnecessarily encumber the case development process or to impose 2 unnecessary expenses and burdens on other parties) may expose the Designating Party 3 to sanctions. 4 If it comes to a Designating Party's attention that information or items that it 5 designated for protection do not qualify for protection, that Designating Party must 6 promptly notify all other Parties that it is withdrawing the inapplicable designation. 7 5.2 Manner and Timing of Designations. Except as otherwise provided in 8 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise 9 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection 10 under this Order must be clearly so designated before the material is disclosed or 11 produced. 12 Designation in conformity with this Order requires: 13 (a) for information in documentary form (e.g., paper or electronic 14 documents, but excluding transcripts of depositions or other pretrial or trial 15 proceedings), that the Producing Party affix, at a minimum, the legend 16 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that 17 contains protected material. If only a portion or portions of the material on a page 18 qualifies for protection, the Producing Party also must clearly identify the protected 19 portion(s) (e.g., by making appropriate markings in the margins). 20 A Party or Non-Party that makes original documents available for inspection 21 need not designate them for protection until after the inspecting Party has indicated 22 which documents it would like copied and produced. During the inspection and 23 before the designation, all of the material made available for inspection shall be 24 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents 25 it wants copied and produced, the Producing Party must determine which documents, 26 or portions thereof, qualify for protection under this Order. Then, before producing 27 the specified documents, the Producing Party must affix the "CONFIDENTIAL 28 legend" to each page that contains Protected Material. If only a portion or portions 1 of the material on a page qualifies for protection, the Producing Party also must clearly 2 identify the protected portion(s) (e.g., by making appropriate markings in the 3 margins). 4 (b) for testimony given in depositions that the Designating Party identify 5 the Disclosure or Discovery Material on the record, before the close of the deposition. 6 (c) for information produced in some form other than documentary and 7 for any other tangible items, that the Producing Party affix in a prominent place on 8 the exterior of the container or containers in which the information is stored the legend 9 "CONFIDENTIAL." If only a portion or portions of the information warrants 10 protection, the

Producing Party, to the extent practicable, shall identify the protected 11 portion(s). 12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent 13 failure to designate qualified information or items does not, standing alone, waive the 14 Designating Party's right to secure protection under this Order for such material. 15 Upon timely correction of a designation, the Receiving Party must make reasonable 16 efforts to assure that the material is treated in accordance with the provisions of this 17 Order. 18

19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 Timing of Challenges. Any Party or Non-Party may challenge a 21 designation of confidentiality at any time that is consistent with the Court's 22 Scheduling Order. 23 6.2 Meet and Confer. The Challenging Party shall initiate the dispute 24 resolution process under Local Rule 37-1, et seq. Any discovery motion must strictly 25 comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3. 26 6.3 Burden. The burden of persuasion in any such challenge proceeding 27 shall be on the Designating Party. Frivolous challenges, and those made for an 28 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on 1 other parties) may expose the Challenging Party to sanctions. Unless the Designating 2 Party has waived or withdrawn the confidentiality designation, all parties shall 3 continue to afford the material in question the level of protection to which it is entitled 4 under the Producing Party's designation until the Court rules on the challenge. 5 // 6 // 7 // 8 // 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28

1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is 3 disclosed or produced by another Party or by a Non-Party in connection with this 4 Action only for prosecuting, defending, or attempting to settle this Action. Such 5 Protected Material may be disclosed only to the categories of persons and under the 6 conditions described in this Order. When the Action has been terminated, a Receiving 7 Party must comply with the provisions of section 13 below (FINAL DISPOSITION). 8 Protected Material must be stored and maintained by a Receiving Party at a 9 location and in a secure manner that ensures that access is limited to the persons 10 authorized under this Order. 11 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless 12 otherwise ordered by the Court or permitted in writing by the Designating Party, a 13 Receiving Party may disclose any information or item designated 14 "CONFIDENTIAL" only to: 15 (a) the Receiving Party's Outside Counsel of Record in this Action, as 16 well as employees of said Outside Counsel of Record to whom it is reasonably 17 necessary to disclose the information for this Action; 18 (b) the officers, directors, and employees (including House Counsel) of 19 the Receiving Party to whom disclosure is reasonably necessary for this Action; 20 (c) Experts (as defined in this Order) of the Receiving Party to whom 21 disclosure is reasonably necessary for this Action and who have signed the 22 "Acknowledgment and Agreement to Be Bound" (Exhibit A); 23 (d) the Court and its personnel; 24 (e) court reporters and their staff; 25 (f) professional jury or trial consultants, mock jurors, and Professional 26 Vendors to whom

disclosure is reasonably necessary for this Action and who have 27 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); 28 1 (g) the author or recipient of a document containing the information or 2 a custodian or other person who otherwise possessed or knew the information; 3 (h) during their depositions, witnesses, and attorneys for witnesses, in 4 the Action to whom disclosure is reasonably necessary provided: (1) the deposing 5 party requests that the witness sign the form attached as Exhibit A hereto; and (2) they 6 will not be permitted to keep any confidential information unless they sign the 7 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise 8 agreed by the Designating Party or ordered by the Court. Pages of transcribed 9 deposition testimony or exhibits to depositions that reveal Protected Material may be 10 separately bound by the court reporter and may not be disclosed to anyone except as 11 permitted under this Stipulated Protective Order; and 12 (i) any mediator or settlement officer, and their supporting personnel, 13 mutually agreed upon by any of the parties engaged in settlement discussions. 14

15 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED

16 PRODUCED IN OTHER LITIGATION

17 If a Party is served with a subpoena or a court order issued in other litigation 18 that compels disclosure of any information or items designated in this Action as 19 “CONFIDENTIAL,” that Party must: 20 (a) promptly notify in writing the Designating Party. Such notification shall 21 include a copy of the subpoena or court order; 22 (b) promptly notify in writing the party who caused the subpoena or order to 23 issue in the other litigation that some or all of the material covered by the subpoena 24 or order is subject to this Protective Order. Such notification shall include a copy of 25 this Stipulated Protective Order; and 26 (c) cooperate with respect to all reasonable procedures sought to be pursued 27 by the Designating Party whose Protected Material may be affected. 28 1 If the Designating Party timely seeks a protective order, the Party served with 2 the subpoena or court order shall not produce any information designated in this action 3 as “CONFIDENTIAL” before a determination by the court from which the subpoena 4 or order issued, unless the Party has obtained the Designating Party’s permission. The 5 Designating Party shall bear the burden and expense of seeking protection in that court 6 of its confidential material and nothing in these provisions should be construed as 7 authorizing or encouraging a Receiving Party in this Action to disobey a lawful 8 directive from another court. 9

10 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE

11 PRODUCED IN THIS LITIGATION

12 (a) The terms of this Order are applicable to information produced by a Non- 13 Party in this Action and designated as “CONFIDENTIAL.” Such information 14 produced by Non-Parties in connection with this litigation is protected by the 15 remedies and relief provided by this Order. Nothing in these provisions should be 16 construed as prohibiting a Non-Party from seeking additional protections. 17 (b) In the event that a Party is required, by a valid discovery request, to produce 18 a Non-Party’s confidential information in its possession, and the Party is subject to an

19 agreement with the Non-Party not to produce the Non-Party's confidential 20 information, then the Party shall: 21 (1) promptly notify in writing the Requesting Party and the Non-Party 22 that some or all of the information requested is subject to a confidentiality agreement 23 with a Non-Party; 24 (2) promptly provide the Non-Party with a copy of the Stipulated 25 Protective Order in this Action, the relevant discovery request(s), and a reasonably 26 specific description of the information requested; and 27 (3) make the information requested available for inspection by the Non- 28 Party, if requested. 1 (c) If the Non-Party fails to seek a protective order from this Court within 14 2 days of receiving the notice and accompanying information, the Receiving Party may 3 produce the Non-Party's confidential information responsive to the discovery request. 4 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce 5 any information in its possession or control that is subject to the confidentiality 6 agreement with the Non-Party before a determination by the Court. Absent a court 7 order to the contrary, the Non-Party shall bear the burden and expense of seeking 8 protection in this Court of its Protected Material. 9

10 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

11 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed 12 Protected Material to any person or in any circumstance not authorized under this 13 Stipulated Protective Order, the Receiving Party must immediately (a) notify in 14 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts 15 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or 16 persons to whom unauthorized disclosures were made of all the terms of this Order, 17 and (d) request such person or persons to execute the "Acknowledgment and 18 Agreement to Be Bound" that is attached hereto as Exhibit A. 19

20 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE

21 PROTECTED MATERIAL

22 When a Producing Party gives notice to Receiving Parties that certain 23 inadvertently produced material is subject to a claim of privilege or other protection, 24 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil

25 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure

26 may be established in an e-discovery order that provides for production without prior 27 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the 28 parties reach an agreement on the effect of disclosure of a communication or 1 information covered by the attorney-client privilege or work product protection, the 2 parties may incorporate their agreement in the stipulated protective order submitted 3 to the Court. 4

5 12. MISCELLANEOUS

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of any 7 person to seek its modification by the Court in the future. 8 12.2 Right to Assert Other Objections. By stipulating to the entry of this 9 Protective Order, no Party waives any right it otherwise would have to object to 10 disclosing or producing any information or item on any ground not addressed in this 11

Stipulated Protective Order. Similarly, no Party waives any right to object on any 12 ground to use in evidence of any of the material covered by this Protective Order. 13 12.3 Filing Protected Material. A Party that seeks to file under seal any 14 Protected Material must comply with Civil Local Rule 79-5. Protected Material may 15 only be filed under seal pursuant to a court order authorizing the sealing of the specific 16 Protected Material at issue; good cause must be shown in the request to file under 17 seal. If a Party's request to file Protected Material under seal is denied by the Court, 18 then the Receiving Party may file the information in the public record unless 19 otherwise instructed by the Court. 20

21 13. FINAL DISPOSITION

22 After the final disposition of this Action, within 60 days of a written request by 23 the Designating Party, each Receiving Party must return all Protected Material to the 24 Producing Party or destroy such material. As used in this subdivision, "all Protected 25 Material" includes all copies, abstracts, compilations, summaries, and any other 26 format reproducing or capturing any of the Protected Material. Whether the Protected 27 Material is returned or destroyed, the Receiving Party must submit a written 28 certification to the Producing Party (and, if not the same person or entity, to the 1 Designating Party) by the 60 day deadline that (1) identifies (by category, where 2 appropriate) all the Protected Material that was returned or destroyed, and (2) affirms 3 that the Receiving Party has not retained any copies, abstracts, compilations, 4 summaries or any other format reproducing or capturing any of the Protected Material. 5 Notwithstanding this provision, counsel are entitled to retain an archival copy of all 6 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, 7 correspondence, deposition and trial exhibits, expert reports, attorney work product, 8 and consultant and expert work product, even if such materials contain Protected 9 Material. Any such archival copies that contain or constitute Protected Material 10 remain subject to this Protective Order as set forth in Section 4 (DURATION). 11

12 14. VIOLATION OF ORDER

13 Any violation of this Order may be punished by any and all appropriate 14 measures including, without limitation, contempt proceedings and/or monetary 15 sanctions. 16 17 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD. 18 DATED: July 11, 2025 19 /s/ Jared V. Walder 20 Attorneys for Plaintiff(s) 21 22 DATED: July 11, 2025 23 24 /s/ Katalina Baumann Attorneys for Defendant(s) 25 26 27 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED. 28

1 DATED:_____ _H_O_N__. _A_._ J_O__E_L_ R__IC__H_L_I_N__

_____

2 United States Magistrate Judge 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 4 I, _____ [full name], of _____ 5 [full address],

declare under penalty of perjury that I have read in its entirety and 6 understand the 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 case name and number]. I agree to comply with and 9 to be bound by all the terms of this Stipulated Protective Order and I understand and 10 acknowledge that failure to so comply could expose me to sanctions and punishment 11 in the nature of contempt. I solemnly promise that I will not disclose in any manner 12 any information or item that is subject to this Stipulated Protective Order to any 13 person or entity except in strict compliance with the provisions of this Order. 14 I further agree to submit to the jurisdiction of the United States District Court 15 for the Central District of California for the purpose of enforcing the terms of this 16 Stipulated Protective Order, even if such enforcement proceedings occur after 17 termination of this action. I hereby appoint _____ [full 18 name] of _____ [full address and 19 telephone number] as my California agent for service of process in connection with 20 this action or any proceedings related to enforcement of this Stipulated Protective 21 Order. 22 Date: _____ 23 City and State where signed: _____ 24 25 Printed name: _____ 26 27 Signature: _____ 28

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