

**UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA**

Cathryn Kennedy v. Midland Credit Management, Inc.

Kennedi v. Midland Credit Management · No. 2:24-cv-08651-GW(JCx) · Decided April 7, 2025

OPINION

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Attorneys for Defendants MIDLAND CREDIT MANAGEMENT, 7 INC. AND MIDLAND
FUNDING LLC 8 UNITED STATES DISTRICT COURT 9 CENTRAL DISTRICT OF
CALIFORNIA 10 11 CATHRYN KENNEDI, Case No. 2:24-cv-08651-GW(JCx) 12 Plaintiff,
STIPULATED PROTECTIVE ORDER 13 v. [CHANGES MADE BY COURT TO 14
MIDLAND CREDIT PARAGRAPHS 1.1, 3, 8, 9c & 12.3] MANAGEMENT, INC., MIDLAND
15 FUNDING, LLC, JPMORGAN CHASE BANK, N.A. and DOES 1 16 through 10 inclusive,
17 Defendants.

18 19 20 21 22 23 24 25 26 27 1 Pursuant to Federal Rule of Civil Procedure 26(c), Plaintiff
CATHRYN 2 KENNEDI (“Plaintiff”) and Defendants MIDLAND CREDIT MANAGEMENT, 3
INC. and MIDLAND FUNDING LLC (collectively, “Defendants”), through their 4 respective
counsel, stipulate to protective order as follows. Plaintiff and Defendants 5 will be each
individually referred to as “Party” and collectively as “Parties.” 6 1.

INTRODUCTION 7 1.1. PURPOSES AND LIMITATIONS 8 Discovery in this action may
involve production of confidential, proprietary, or 9 private information for which special
protection from public disclosure and from use 10 for any purpose other than prosecuting this
litigation may be warranted.

Accordingly, 11 the Parties hereby stipulate to and petition the Court to enter the following
Stipulated 12 Protective Order. The Parties acknowledge that this Order does not confer blanket
13 protections on all disclosures or responses to discovery and that the protection it 14 affords
from public disclosure and use extends only to the limited information or items 15 that are entitled
to confidential treatment under the applicable legal principles.

The 16 Parties further acknowledge, as set forth in Section 12.3 below, that this Order does 17 not
entitle them to file Confidential Information under seal. Rather, when parties seek 18 permission
from the court to file material under seal, the parties must comply with 19 Civil Local Rule 79-5
and with any pertinent orders of the assigned District Judge and 20 Magistrate Judge.

1.2. GOOD CAUSE STATEMENT 22 Good cause exists for the parties to enter into this stipulated protective order to 23 prevent the public dissemination of Defendants' confidential business information, 24 and the personal financial information of the Plaintiff.

The stipulated protective order 25 is necessary to allow the parties to exchange information for the purposes of this 26 litigation regarding Plaintiff's claims against Defendants in the above-entitled matter. 27 Parties anticipate that current written discovery and future discovery will 1 using the judicial process to collect on a subject debt and to collect on valid judgments 2 obtained via the judicial process, its own internal compliance procedures related to 3 the Fair Debt Collection Practices Act, and related statutes, and other confidential 4 business information.

The before mentioned confidential business information is the 5 appropriate subject of a protective order. See *S2 Automation LLC v. Micron Tech., 6 Inc.*, 283 F.R.D. 671, 681 (D.N.M. 2012) (disclosure of trade secrets, sensitive 7 commercial information, and information that gives a competitive advantage are 8 proper subjects of a protective order); *Miles v. Boeing Co.*, 154 F.R.D.

112, 114 (E.D. 9 Pa. 1994) (the subject matter of confidential business information is broad, including 10 a wide variety of business information). If forced to reveal the aforementioned 11 information, Defendants will be subjected to a competitive disadvantage by being 12 forced to reveal its compliance procedures which give it a marked competitive 13 advantage to its competitors as well as other confidential information vital to its 14 operation.

15 Additionally, the protective order is necessary to allow for the personal 16 financial information of the Plaintiff and any third parties to be disclosed and 17 discussed without harm to the Plaintiff or third parties.

The protection of the personal 18 financial information of a Plaintiff and any third parties constitutes good cause. 19 *Horowitz v. GC Servs. Ltd. P'ship*, No. 14cv2512-MMA RBB, 2016 U.S. Dist. LEXIS 20 172359, at *9 (S.D. Cal. Dec. 12, 2016). 21 For the forgoing reasons, good cause exists for this protective order. 22 2. DEFINITIONS 23 2.1. Action: this pending federal lawsuit, entitled *Kennedi v. Midland 24 Credit Management, Inc., et al.*, United States District Court, Central District of 25 California, Case No. 2:24-cv-08651GW(JCx).

26 2.2. Challenging Party: a Party or Nonparty that challenges the 27 designation of information or items under this Order. 1 2.3. "CONFIDENTIAL" Information or Items: information 2 (regardless of how it is generated, stored, or maintained) or tangible things that qualify 3 for protection under Federal Rule of Civil Procedure 26(c) and as specified above in 4 the Good Cause Statement.

5 2.4. Counsel: Outside Counsel of Record and House Counsel (as well 6 as their support staff). 7 2.5. Designating Party: a Party or Nonparty that designates 8 information or items that it produces

in disclosures or in responses to discovery as 9 “CONFIDENTIAL.” 10 2.6. Disclosure or Discovery Material: all items or information, 11 regardless of the medium or manner in which it is generated, stored, or maintained 12 (including, among other things, testimony, transcripts, and tangible things), that are 13 produced or generated in disclosures or responses to discovery in this matter.

14 2.7. Expert: a person with specialized knowledge or experience in a 15 matter pertinent to the litigation who has been retained by a Party or its counsel to 16 serve as an expert witness or as a consultant in this action. 17 2.8. House Counsel: attorneys who are employees of a Party to this 18 Action. House Counsel does not include Outside Counsel of Record or any other 19 outside counsel.

20 2.9. Nonparty: any natural person, partnership, corporation, 21 association, or other legal entity not named as a Party to this action. 22 2.10. Outside Counsel of Record: attorneys who are not employees of 23 a Party to this Action but are retained to represent or advise a Party and have appeared 24 in this Action on behalf of that Party or are affiliated with a law firm that has appeared 25 on behalf of that Party, including support staff.

26 2.11. Party: any Party to this Action, including all of its officers, 27 directors, employees, consultants, retained experts, and Outside Counsel of Record 1 2.12. Producing Party: a Party or Nonparty that produces Disclosure or 2 Discovery Material in this Action. 3 2.13. Professional Vendors: persons or entities that provide litigation 4 support services (for example, photocopying, videotaping, translating, preparing 5 exhibits or demonstrations, and organizing, storing, or retrieving data in any form or 6 medium) and their employees and subcontractors.

7 2.14. Protected Material: any Disclosure or Discovery Material that is 8 designated as “CONFIDENTIAL.” 9 2.15. Receiving Party: a Party that receives Disclosure or Discovery 10 Material from a Producing Party. 11 3. SCOPE 12 The protections conferred by this Stipulation and Order cover not only 13 Protected Material (as defined above) but also any information copied or extracted 14 from Protected Material; all copies, excerpts, summaries, or compilations of Protected 15 Material; and any deposition testimony, conversations, or presentations by Parties or 16 their Counsel that might reveal Protected Material other than during a court hearing 17 or at trial.

18 Any use of Protected Material during a court hearing or at trial will be governed 19 by the orders of the presiding judge. This Order does not govern the use of Protected 20 Material during a court hearing or at trial. 21 4. DURATION 22 Even after final disposition of this litigation, the confidentiality obligations 23 imposed by this Order will remain in effect until a Designating Party agrees otherwise 24 in writing or a court order otherwise directs.

Final disposition is the later of (1) 25 dismissal of all claims and defenses in this Action, with or without prejudice, or (2) 26 final judgment after the completion and exhaustion of all appeals, rehearings, 27 remands, trials, or reviews of this Action, including the time limits for filing any 1 5. DESIGNATING PROTECTED MATERIAL 2 5.1. Each Party or Nonparty that designates information or items for 3 protection under this Order must take care to limit any such designation to specific 4 material that qualifies under the appropriate standards.

The Designating Party must 5 designate for protection only those parts of material, documents, items, or oral or 6 written communications that qualify so that other portions of the material, documents, 7 items, or communications for which protection is not warranted are not swept 8 unjustifiably within the ambit of this Order. 9 Mass, indiscriminate, or routinized designations are prohibited.

Designations 10 that are shown to be clearly unjustified or that have been made for an improper 11 purpose (for example, to unnecessarily encumber the case-development process or to 12 impose unnecessary expenses and burdens on other parties) may expose the 13 Designating Party to sanctions. 14 If it comes to a Designating Party's attention that information or items it 15 designated for protection do not qualify for that level of protection, that Designating 16 Party must promptly notify all other Parties that it is withdrawing the inapplicable 17 designation.

18 5.2. Except as otherwise provided in this Order, Disclosure or 19 Discovery Material that qualifies for protection under this Order must be clearly so 20 designated before the material is disclosed or produced. 21 Designation in conformity with this Order requires the following: 22 (a) for information in documentary form (for example, paper or electronic 23 documents but excluding transcripts of depositions or other pretrial or trial 24 proceedings), the Producing Party must affix at a minimum the legend 25 "CONFIDENTIAL" to each page that contains Protected Material.

If only a portion 26 or portions of the material on a page qualify for protection, the Producing Party must 27 clearly identify the protected portion(s) (for example, by making appropriate 1 A Party or Nonparty that makes original documents available for inspection 2 need not designate them for protection until after the inspecting Party has indicated 3 which documents it would like copied and produced.

During the inspection and before 4 the designation, all material made available for inspection must be treated as 5 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants 6 copied and produced, the Producing Party must determine which documents, or 7 portions thereof, qualify for protection under this Order. Then, before producing the 8 specified documents, the Producing Party must affix the "CONFIDENTIAL" legend 9 to each page that contains Protected Material.

If only a portion or portions of the 10 material on a page qualify for protection, the Producing Party also must clearly 11 identify the protected portion(s) (for example, by making appropriate markings in the 12 margins). 13 (b) for testimony given in depositions, the Designating Party must identify the 14 Disclosure or Discovery Material that is protected on the record, before the close of 15 the deposition.

16 (c) for information produced in some form other than documentary and for any 17 other tangible items, the Producing Party must affix in a prominent place on the 18 exterior of the container or containers in which the information is stored the legend 19 “CONFIDENTIAL.” If only a portion or portions of the information warrant 20 protection, the Producing Party, to the extent practicable, must identify the protected 21 portion(s).

22 5.3. If timely corrected, an inadvertent failure to designate qualified 23 information or items does not, standing alone, waive the Designating Party’s right to 24 secure protection under this Order for that material.

On timely correction of a 25 designation, the Receiving Party must make reasonable efforts to assure that the 26 material is treated in accordance with the provisions of this Order. 27 ///

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS 2 6.1. Any Party or Nonparty may challenge a designation of 3 confidentiality at any time consistent with the Court’s scheduling order.

4 6.2. The Challenging Party must initiate the dispute-resolution process 5 (and, if necessary, file a discovery motion) under the Local Rules. 6 6.3. The burden of persuasion in any such proceeding is on the 7 Designating Party. Frivolous challenges, and those made for an improper purpose (for 8 example, to harass or impose unnecessary expenses and burdens on other parties), 9 may expose the Challenging Party to sanctions.

Unless the Designating Party has 10 waived or withdrawn the confidentiality designation, all parties must continue to 11 afford the material in question the level of protection to which it is entitled under the 12 Producing Party’s designation until the Court rules on the challenge. 13 7. ACCESS TO AND USE OF PROTECTED MATERIAL 14 7.1. A Receiving Party may use Protected Material that is disclosed or 15 produced by another Party or by a Nonparty in connection with this Action only for 16 prosecuting, defending, or attempting to settle this Action.

Such Protected Material 17 may be disclosed only to the categories of people and under the conditions described 18 in this Order. When the Action has been terminated, a Receiving Party must comply 19 with the provisions of Section 13 below (FINAL DISPOSITION). 20 Protected Material must be stored and maintained by a Receiving Party at a 21 location and in a manner sufficiently secure to ensure that access is limited to the 22 people authorized under this Order.

23 7.2. Unless otherwise ordered by the Court or permitted in writing by 24 the Designating Party, a Receiving Party may disclose any information or item 25 designated “CONFIDENTIAL” only to the following people: 26 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as 27 employees of that Outside Counsel of Record to whom it is reasonably necessary to 1 (b) the officers, directors, and employees (including House Counsel) of the 2 Receiving Party to whom disclosure is reasonably necessary for this Action; 3 (c) Experts (as defined in this Order) of the Receiving Party to whom 4 disclosure is reasonably necessary for this Action and who have signed the 5 “Acknowledgment and Agreement to Be Bound” (Exhibit A); 6 (d) the Court and its personnel; 7 (e) court reporters and their staff; 8 (f) professional jury or trial consultants, mock jurors, and Professional Vendors 9 to whom disclosure is reasonably necessary for this Action and who have signed the 10 “Acknowledgment and Agreement to Be Bound” (Exhibit A); 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 (h) during their depositions, witnesses and attorneys for witnesses to whom 14 disclosure is reasonably necessary, provided that the deposing party requests that the 15 witness sign the form attached as Exhibit A and the witnesses will not be permitted 16 to keep any confidential information unless they sign the form, unless otherwise 17 agreed by the Designating Party or ordered by the Court.

Pages of transcribed 18 deposition testimony or exhibits to depositions that reveal Protected Material may be 19 separately bound by the court reporter and may not be disclosed to anyone except as 20 permitted under this Order; and 21 (i) any mediator or settlement officer, and their supporting personnel, mutually 22 agreed on by any of the Parties engaged in settlement discussions or appointed by the 23 Court.

24 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED 25 PRODUCED IN OTHER LITIGATION 26 If a Party is served with a subpoena or a court order issued in other litigation 27 that compels disclosure of any information or items designated in this Action as 1 (a) promptly notify in writing the Designating Party. Such notification must 2 include a copy of the subpoena or court order unless prohibited by law; 3 (b) promptly notify in writing the party who caused the subpoena or order to 4 issue in the other litigation that some or all of the material covered by the subpoena 5 or order is subject to this Protective Order.

Such notification must include a copy of 6 this Order; and 7 (c) cooperate with respect to all reasonable procedures sought to be pursued 8 by the Designating Party whose Protected Material may be affected. 9 If the Designating Party timely seeks a protective order, the Party served with 10 the subpoena or court order should not produce any information designated in this 11 action as “CONFIDENTIAL” before a determination on the protective-order request 12 by the relevant court unless the Party has obtained the Designating Party’s permission 13 or unless otherwise required by the law or court order.

The Designating Party bears the burden and expense of seeking protection 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 NONPARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION (a) The terms of this Order are applicable to information produced by a Nonparty in this Action and designated as "CONFIDENTIAL." Such information is protected by the remedies and relief provided by this Order.

Nothing in these provisions should be construed as prohibiting a Nonparty from seeking additional protections. (b) In the event that a Party is required by a valid discovery request to produce a Nonparty's Confidential Information in its possession and the Party is subject to an agreement with the Nonparty not to produce the Nonparty's Confidential Information, then the Party must: (1) promptly notify in writing the Requesting Party and the Nonparty that some or all of the information requested is subject to a confidentiality agreement with a Nonparty; (2) promptly provide the Nonparty with a copy of this Order, the relevant discovery request(s), and a reasonably specific description of the information requested; and (3) make the information requested available for inspection by the Nonparty, if requested.

(c) If the Nonparty fails to seek a protective order within 21 days of receiving the notice and accompanying information, the Receiving Party may produce the Nonparty's Confidential Information responsive to the discovery request. If the Nonparty timely seeks a protective order, the Receiving Party must not produce any information in its possession or control that is subject to the confidentiality agreement with the Nonparty before a ruling on the protective-order request unless otherwise required by the law or court order.

Absent a court order to the contrary, the Nonparty must bear the burden and expense of seeking protection 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 Order, the Receiving Party must immediately notify the Designating Party in writing of the unauthorized disclosures, use its best efforts to retrieve all unauthorized copies of the Protected Material, inform the person or people to whom unauthorized disclosures were made of the terms of this Order, and ask that person or people to execute the "Acknowledgment and Agreement to Be Bound" that is attached as Exhibit A. 11.

INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). 12. MISCELLANEOUS 12.1.

Nothing in this Order abridges the right of any person to seek its 9 modification by the Court. 10
12.2. By stipulating to the entry of this Order, no Party waives any right 11 it otherwise would
have to object to disclosing or producing any information or item 12 on any ground not addressed
in this Order. Similarly, no Party waives any right to 13 object on any ground to use in evidence of
any of the material covered by this Order.

14 12.3. A Party that seeks to file under seal any Protected Material must 15 comply with Civil
Local Rules. Protected Material may be filed under seal only 16 pursuant to a court order
authorizing the sealing of the specific Protected Material at 17 issue. If a Party's request to file
Protected Material under seal is denied, then the 18 Receiving Party may file the information in
the public record in accordance with 19 Local Civil Rule 79-5.2.2(b)(ii) unless otherwise
instructed by the Court.

20 13. FINAL DISPOSITION 21 After the final disposition of this Action, as defined in Section 4,
within 60 days 22 of a written request by the Designating Party, each Receiving Party must return
all 23 Protected Material to the Producing Party or destroy such material.

As used in this 24 subdivision, "all Protected Material" includes all copies, abstracts,
compilations, 25 summaries, and any other format reproducing or capturing any of the Protected
26 Material. Whether the Protected Material is returned or destroyed, the Receiving 27 Party must
submit a written certification to the Producing Party (and, if not the same 1 category, when
appropriate) all the Protected Material that was returned or destroyed 2 and affirms that the
Receiving Party has not retained any copies, abstracts, 3 compilations, summaries, or any other
format reproducing or capturing any of the 4 Protected Material.

Notwithstanding this provision, Counsel are entitled to retain an 5 archival copy of all pleadings;
motion papers; trial, deposition, and hearing 6 transcripts; legal memoranda; correspondence;
deposition and trial exhibits; expert 7 reports; attorney work product; and consultant and expert
work product even if such 8 materials contain Protected Material. Any such archival copies that
contain or 9 constitute Protected Material remain subject to this Order as set forth in Section 4 10
(DURATION).

11 /// 12 /// 13 /// 14 /// 15 /// 16 /// 17 /// 18 /// 19 /// 20 /// 21 /// 22 /// 23 /// 24 /// 25 /// 26 /// 27 ///
1 14. SANCTIONS 2 Any willful violation of this Order may be punished by civil or criminal 3
contempt, financial or evidentiary sanctions, reference to disciplinary authorities, or 4 other
appropriate action at the discretion of the Court. 5 IT IS SO STIPULATED, THROUGH
COUNSEL OF RECORD.

6 DATED: March 25, 2025 SOLOMON WARD SEIDENWURM & SMITH, LLP 7 8 By: /s/
Ethan B. Shakoori THOMAS F. LANDERS 9 ETHAN B. SHAKOORI 10 Attorneys for
Defendants MIDLAND CREDIT MANAGEMENT, 11 INC. AND MIDLAND FUNDING LLC

12 13 DATED: March 25, 2025 THE LAW OFFICES OF AMIR J. GOLDSTEIN, ESQ. 14 15 By:
/s/ Amir J. Goldstein 16 AMIR J. GOLDSTEIN Attorney for Plaintiff 17 CATHRYN KENNEDI
18 ATTESTATION OF SIGNATURE 19 Pursuant to Central District Local Rule 5-4.3.4(a)(2)(i), I
hereby certify that the 20 content of this document is acceptable to Amir J. Goldstein, counsel for
Plaintiff, and 21 I obtained his authorization to affix his electronic signature to this document.

22 /s/ Ethan B. Shakoori 23 Ethan B. Shakoori 24 25 IT IS SO ORDERED AS MODIFIED 26
_____/s/_____
Honorable Jacqueline Chooljian 27 U.S. MAGISTRATE
JUDGE 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 U.S. District Court 7 for the Central District of California on April 7,
2025 in the case of Kennedy v. 8 Midland Credit Management, Inc., et al., USDC/CDCA Case No.
2:24-cv-08651- 9 GW-JC.

I agree to comply with and to be bound by all terms of this Stipulated 10 Protective Order, and I
understand and acknowledge that failure to so comply could 11 expose me to sanctions and
punishment, including contempt. I solemnly promise that 12 I will not disclose in any manner any
information or item that is subject to this 13 Stipulated Protective Order to any person or entity
except in strict compliance with 14 the provisions of this Order.

15 I further agree to submit to the jurisdiction of the U.S. District Court for the 16 Central District
of California for the purpose of enforcing the terms of this Stipulated 17 Protective Order, even if
such enforcement proceedings occur after termination of this 18 action. I hereby appoint

[full name] of 19

[full address and telephone 20 number] as my
California agent for service of process in connection with this action 21 or any proceedings related
to enforcement of this Stipulated Protective Order.

22 23 Date: _____ 24 City and State where signed:

25 26 Printed name:
_____ 27