

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

James Robertson and Karyn A. Robertson v. IQ Data International,
Inc.; Equifax Information Services, LLC; Experian Information
Solutions, Inc.; Trans Union, LLC; and Does 1-10, inclusive

Robertson · No. 2:25-cv-0759-TLN-JDP · Decided October 9, 2025

SUMMARY

This document is a stipulated protective order governing the designation, use, disclosure, and disposition of confidential discovery materials in James Robertson and Karyn A. Robertson v. IQ Data International, Inc., et al. The action is pending in the U.S. District Court for the Eastern District of California, Sacramento Division, under case number 2:25-cv-0759-TLN-JDP. The parties stipulated to the order on October 7, 2025, and Magistrate Judge Jeremy D. Peterson entered it on October 8, 2025.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
WRITING FOR THE COURT	Jeremy D. Peterson
DECIDED	October 9, 2025
DOCKET	2:25-cv-0759-TLN-JDP
DISPOSITION	other
PROCEDURAL POSTURE	The parties stipulated to entry of a protective order governing confidential discovery materials, and the court entered the order for good cause shown.
PRECEDENTIAL VALUE	nonprecedential

TOPICS

- discovery dispute
- civil procedure
- consumer protection

PRACTICE AREAS

- civil procedure
- consumer protection
- consumer credit
- discovery confidentiality

QUESTIONS PRESENTED

1. Whether good cause existed to enter a stipulated protective order governing confidential discovery material.
2. Whether designation of discovery material as confidential under the protective order independently authorizes filing that material under seal.
3. What procedures and limitations should govern the designation, use, disclosure, challenge, return, and enforcement of protected discovery material.

HOLDINGS

1. Good cause existed to enter the parties' stipulated protective order because discovery was likely to involve confidential commercial information and sensitive personal and consumer information requiring protection from public disclosure and use outside the litigation.
2. The protective order does not itself authorize a party to file confidential material under seal; a party must separately comply with the applicable local rules and obtain a court order authorizing sealing of the specific material.

KEY QUOTATIONS

“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.” (at 2)

“Further, if a party requests sealing related to any dispositive motions, briefs, pleadings, deposition transcripts, other papers to be filed with the Court incorporate documents or information subject to this Order, or trial, then the party filing such papers shall designate such materials, or portions thereof, as “Confidential,” and 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.” (at 2-3)

FACTUAL BACKGROUND

The litigation is expected to involve confidential business, financial, proprietary, trade-secret, and commercial information held by defendant IQ Data, as well as sensitive personal and consumer information relating to plaintiffs, including debt records, credit reports, Social Security numbers, financial records, tax records, medical information, and employment records. The parties sought a protective order to limit disclosure and use of protected discovery material while preserving reasonable use in prosecuting, defending, settling, and trying the action.

PROCEDURAL HISTORY

Plaintiffs filed this removed consumer-credit action on February 3, 2025. The parties submitted a stipulated protective order on October 7, 2025, and Magistrate Judge Jeremy D. Peterson entered it on October 8, 2025.

DISPOSITION

other

CASES CITED

- Kamakana v. City & County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006)
- Phillips ex rel. Estates of Byrd v. General Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002)
- Makar-Welbon v. Sony Electronics, Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999)
- Pintos v. Pacific Creditors Association, 605 F.3d 665, 677-79 (9th Cir. 2010)

OPINION

1 KENDRA S. CANAPE (SBN: 259641) kcanape@grsm.com 2 JOEL D. BRODFUEHRER (SBN: 343092) jbrodfuehrer@grsm.com 3 GORDON REES SCULLY MANSUKHANI, LLP 5 Park Plaza, Suite 1100 4 Irvine, CA 92614 Telephone: (949) 255-6950 5 Facsimile: (949) 474-2060 6 Attorneys for Defendant I.Q. DATA INTERNATIONAL, INC. 7 8 UNITED STATES DISTRICT COURT 9 EASTERN DISTRICT OF CALIFORNIA 10 SACRAMENTO DIVISION 11 12 JAMES ROBERTSON and KARYN A. No.: 2:25-cv-0759-TLN-JDP ROBERTSON, 13 STIPULATED PROTECTIVE Plaintiffs, ORDER AS TO DISCOVERY 14 ONLY v. 15 IQ DATA INTERNATIONAL, INC.; 16 EQUIFAX INFORMATION SERVICES, LLC; EXPERIAN INFORMATION Complaint Filed: 2/3/25 17 SOLUTIONS, INC; TRANS UNION, LLC; and DOES 1-10 inclusive, 18 Defendants.

19 20 1. INTRODUCTION 21 1.1 PURPOSES AND LIMITATIONS 22 Discovery in this action is likely to involve production of confidential, 23 proprietary, or private information for which special protection from public 24 disclosure and from use for any purpose other than prosecuting this litigation 25 may be warranted.

Accordingly, the parties hereby stipulate to and petition the 26 Court to enter the following Stipulated Protective Order. The parties 27 acknowledge that this Order does not confer blanket protections on all 1 public disclosure and use extends only to the limited information or items that 2 are entitled to confidential treatment under the applicable legal principles.¹ 3 1.2 GOOD CAUSE STATEMENT 4 This action is likely to involve materials and information that I.Q.

Data 5 International, Inc. (“IQ Data”) and Plaintiff maintain as confidential for 6 which special protection from public disclosure and from use for any 7 purpose other than prosecution of this action is warranted. IQ Data may be 8 producing documents to Plaintiff that consist of, among other things, 9 confidential business or financial information, trade secrets, information 10 regarding confidential business practices, or other confidential research, 11 development, or commercial information, information otherwise generally 12 unavailable to the public, or which may be privileged or otherwise protected 13 from disclosure under state or federal statutes, court rules, case decisions, or 14 common law.

IQ Data has maintained this information as confidential due 15 to the sensitive nature of the information. IQ Data’s competitors would gain 16 an improper advantage if documents were made

public, including but not 17 limited to customer information, account notes, intellectual property, 18 research, technical, commercial, or financial information, business plans, 19 business policies, training materials, and other business-related information 20 that are not generally available to the public.

The debt collection industry 21 and consumer reporting agencies are highly competitive and require 22 confidentiality of very sensitive consumer information. 23 Plaintiff will also be producing materials relating to or regarding 24 Plaintiff's debt(s), credit history, credit reports, documents containing 25 Plaintiff's social security number and DOB. Plaintiff has alleged he has 26 suffered harm that could result in production of sensitive medical 27 information, banking records, personal identity information, income tax 1 returns (including attached schedules and forms), W-2 forms and 1099 2 forms, and personnel or employment records.

3 Accordingly, to expedite the flow of information, to facilitate the 4 prompt resolution of disputes over confidentiality of discovery materials, to 5 adequately protect information the parties are entitled to keep confidential, 6 to ensure that the parties are permitted reasonable necessary uses of such 7 material in preparation for and in the conduct of trial, to address their 8 handling at the end of the litigation, and serve the ends of justice, a 9 protective order for such information is justified in this matter.

It is the 10 intent of the parties that information will not be designated as confidential 11 for tactical reasons and that nothing be so designated without a good faith 12 belief that it has been maintained in a confidential, non-public manner, and 13 there is good cause why it should not be part of the public record of this 14 case. 15 1.3 Acknowledgment of Procedure for Filing Under Seal.

16 The parties further acknowledge, as set forth in Section 12.3, below, that 17 this Stipulated Protective Order does not entitle them to file confidential 18 information under seal; Civil Local Rules 141, 143, and 302 sets forth the 19 procedures that must be followed and the standards that will be applied when a 20 party seeks permission from the court to file material under seal.

21 There is a strong presumption that the public has a right of access to 22 judicial proceedings and records in civil cases. In connection with non- 23 dispositive motions, good cause must be shown to support a filing under seal. 24 See *Kamakana v. City and Cnty. of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 25 2006), *Phillips ex rel. Ests. of Byrd v. Gen. Motors Corp.*, 307 F.3d 1206, 1210– 26 11 (9th Cir.

2002), *Makar-Welbon v. Sony Elecs., Inc.*, 187 F.R.D. 576, 577 27 (E.D. Wis. 1999) (even stipulated protective orders require good cause showing), and a specific showing of good cause or compelling reasons with proper 1 evidentiary support and legal justification, must be made with respect to 2 Protected Material that a party seeks to file under seal.

The Parties' mere designation of Disclosure or Discovery Material as CONFIDENTIAL does not — 4 without the submission of competent evidence by declaration, establishing that 5 the material sought to be filed under seal qualifies as confidential, privileged, or 6 otherwise protectable— constitute good cause. 7 Further, if a party requests sealing related to any dispositive motions, 8 briefs, pleadings, deposition transcripts, other papers to be filed with the Court 9 incorporate documents or information subject to this Order, or trial, then the 10 party filing such papers shall designate such materials, or portions thereof, as 11 "Confidential," and then compelling reasons, not only good cause, for the sealing 12 must be shown, and the relief sought shall be narrowly tailored to serve the 13 specific interest to be protected.

See *Pintos v. Pac. Creditors Ass'n*, 605 F.3d 14 665, 677–79 (9th Cir. 2010). For each item or type of information, document, or 15 thing sought to be filed or introduced under seal in connection with a dispositive 16 motion or trial, the party seeking protection must articulate compelling reasons, 17 supported by specific facts and legal justification, for the requested sealing order.

18 Again, competent evidence supporting the application to file documents under 19 seal must be provided by declaration. 20 Any document that is not confidential, privileged, or otherwise protectable 21 in its entirety will not be filed under seal if the confidential portions can be 22 redacted. If documents can be redacted, then a redacted version for public 23 viewing, omitting only the confidential, privileged, or otherwise protectable 24 portions of the document, shall be filed.

Any application that seeks to file 25 documents under seal in their entirety should include an explanation of why 26 redaction is not feasible. 27 1 2. DEFINITIONS 2 2.1 Action: *James Robertson and Karyn A. Robertson, v. I.Q. Data 3 International, Inc.* (Case No: 2:25-cv-00759-TLN-JDP). 4 2.2 Challenging Party: a Party or Non-Party that challenges the 5 designation of information or items under this Order.

6 2.3 "CONFIDENTIAL" Information or Items: information (regardless 7 of how it is generated, stored or maintained) or tangible things that qualify 8 for protection under Federal Rule of Civil Procedure 26(c), and as specified 9 above in the Good Cause Statement. 10 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as 11 their support staff).

12 2.5 Designating Party: a Party or Non-Party that designates information 13 or items that it produces in disclosures or in responses to discovery as 14 "CONFIDENTIAL." 15 2.6 Disclosure or Discovery Material: all items or information, 16 regardless of the medium or manner in which it is generated, stored, or 17 maintained (including, among other things, testimony, transcripts, and 18 tangible things), that are produced or generated in disclosures or responses 19 to discovery in this matter.

20 2.7 Expert: a person with specialized knowledge or experience in a 21 matter pertinent to the litigation who has been retained by a Party or its 22 counsel to serve as an expert witness or as a consultant in this Action. 23 2.8 Final Disposition: the later of (1) dismissal of all claims and 24 defenses in this Action, with or without prejudice; and (2) final judgment 25 herein after the completion and exhaustion of all appeals, rehearings, 26 remands, trials, or reviews of this Action, including the time limits for 27 filing any motions or applications for extension of time pursuant to applicable law.

1 2.9 In-House Counsel: attorneys who are employees of a party to this 2 Action. In-House Counsel does not include Outside Counsel of Record or 3 any other outside counsel. 4 2.10 Non-Party: any natural person, partnership, corporation, association, 5 or other legal entity not named as a Party to this action. 6 2.11 Outside Counsel of Record: attorneys who are not employees of a 7 party to this Action but are retained to represent or advise a party to this 8 Action and have appeared in this Action on behalf of that party or are 9 affiliated with a law firm which has appeared on behalf of that party, and 10 includes support staff.

11 2.12 Party: any party to this Action, including all of its officers, directors, 12 employees, consultants, retained experts, and Outside Counsel of Record 13 (and their support staffs). 14 2.13 Producing Party: a Party or Non-Party that produces Disclosure or 15 Discovery Material in this Action. 16 2.14 Professional Vendors: persons or entities that provide litigation 17 support services (e.g., photocopying, videotaping, translating, preparing 18 exhibits or demonstrations, and organizing, storing, or retrieving data in 19 any form or medium) and their employees and subcontractors.

20 2.15 Protected Material: any Disclosure or Discovery Material and all 21 information derived therefrom (including, but not limited to, all testimony 22 given in a deposition, declaration or otherwise, that refers, reflects or 23 otherwise discusses any information designated “Confidential” that is 24 designated as “CONFIDENTIAL.” 25 2.16 Receiving Party: a Party that receives Disclosure or Discovery 26 Material from a Producing Party.

27 1 3. SCOPE 2 The protections conferred by this Stipulation and Order cover not only 3 Protected Material (as defined above), but also (1) any information copied or 4 extracted from Protected Material; (2) all copies, excerpts, summaries, or 5 compilations of Protected Material; and (3) any testimony, conversations, or 6 presentations by Parties or their Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial will be governed by the orders of the 8 trial judge. This Order does not govern the use of Protected Material at trial. 9 4. TRIAL AND DURATION 10 Even after final disposition of this litigation, the confidentiality obligations 11 imposed by this Order will remain in effect until a Designating Party agrees 12 otherwise in writing or a court order otherwise directs.

Final disposition will be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5. DESIGNATING PROTECTED MATERIAL 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards.

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

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

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced. Designation in conformity with this Order requires: (a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" to each page that contains protected material.

If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins). A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced.

During the inspection and before the designation, all of the material made available for inspection will be deemed "CONFIDENTIAL." After the inspecting Party has identified the

documents it wants copied and produced, the Producing Party must 1 determine which documents, or portions thereof, qualify for protection under this 2 Order. Then, before producing the specified documents, the Producing Party 3 must affix the “CONFIDENTIAL” legend to each page that contains Protected 4 Material.

If only a portion or portions of the material on a page qualifies for 5 protection, the Producing Party also must clearly identify the protected portion(s) 6 (e.g., by making appropriate markings in the margins). 7 (b) for testimony given in depositions that the Designating Party identify 8 the Disclosure or Discovery Material on the record, before the close of the 9 deposition all protected testimony.

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

16 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent 17 failure to designate qualified information or items does not, standing alone, 18 waive the Designating Party’s right to secure protection under this Order 19 for such material. Upon timely correction of a designation, the Receiving 20 Party must make reasonable efforts to assure that the material is treated in 21 accordance with the provisions of this Order.

22 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS 23 6.1 Timing of Challenges. Any Party or Non-Party may challenge a 24 designation of confidentiality at any time that is consistent with the Court’s 25 Scheduling Order. 26 6.2 Meet and Confer.

The Challenging Party will initiate the dispute 27 resolution process (and, if necessary, file a discovery motion) in accordance with Judge Nunley’s Civil Procedures. 1 6.3 The burden of persuasion in any such challenge proceeding will be 2 on the Designating Party. Frivolous challenges, and those made for an 3 improper purpose (e.g., to harass or impose unnecessary expenses and 4 burdens on other parties) may expose the Challenging Party to sanctions.

5 Unless the Designating Party has waived or withdrawn the confidentiality 6 designation, all parties will continue to afford the material in question the 7 level of protection to which it is entitled under the Producing Party’s 8 designation until the Court rules on the challenge. 9 7. ACCESS TO AND USE OF PROTECTED MATERIAL 10 7.1 Basic Principles. A Receiving Party may use Protected Material that 11 is disclosed or produced by another Party or by a Non-Party in connection 12 with this Action only for prosecuting, defending, or attempting to settle this 13 Action.

Protected Material shall not be used, directly or indirectly, by any person, for any business, commercial or competitive purposes or for any purpose whatsoever other than solely for the preparation for and trial of this action in accordance with the provisions of this Order. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order.

When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION). 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 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 to:

- (a) 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) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;
- (c) 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) the Court and its personnel;
- (e) court reporters and their staff to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- (f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- (g) 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, 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 form attached as Exhibit A hereto;
 - (2) they 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) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED 8 IN OTHER
LITIGATION 9 If a Party is served with a subpoena or a court order issued in other 10 litigation
that compels disclosure of any information or items designated in 11 this Action as
“CONFIDENTIAL,” that Party must: 12 (a) promptly notify in writing the Designating Party.
Such notification 13 will include a copy of the subpoena or court order; 14 (b) promptly notify in
writing the party who caused the subpoena or 15 order to issue in the other litigation that some or
all of the material 16 covered by the subpoena or order is subject to this Protective Order.

17 Such notification will include a copy of this Stipulated Protective Order; 18 and 19 (c)
cooperate with respect to all reasonable procedures sought to be 20 pursued by the Designating
Party whose Protected Material may be 21 affected. 22 If the Designating Party timely seeks a
protective order, the Party served 23 with the subpoena or court order will not produce any
information 24 designated in this action as “CONFIDENTIAL” before a determination by 25 the
court from which the subpoena or order issued, unless the Party has 26 obtained the Designating
Party’s permission.

The Designating Party will 27 bear the burden and expense of seeking protection in that court of
its confidential material and nothing in these provisions should be construed as 1 authorizing or
encouraging a Receiving Party in this Action to disobey a 2 lawful directive from another court. 3
9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE 4 PRODUCED IN THIS
LITIGATION 5 9.1 Application.

The terms of this Order are applicable to 6 information produced by a Non-Party in this Action
and designated as 7 “CONFIDENTIAL.” Such information produced by Non-Parties in 8
connection with this litigation is protected by the remedies and relief 9 provided by this Order.
Nothing in these provisions should be construed 10 as prohibiting a Non-Party from seeking
additional protections.

11 9.2 Notification. In the event that a Party is required, by a valid 12 discovery request, to
produce a Non-Party’s confidential information in 13 its possession, and the Party is subject to an
agreement with the Non- 14 Party not to produce the Non-Party’s confidential information, then
the 15 Party will: 16 (a) promptly notify in writing the Requesting Party and the Non- 17 Party
that some or all of the information requested is subject to a 18 confidentiality agreement with a
Non-Party; 19 (b) promptly provide the Non-Party with a copy of the Stipulated 20 Protective
Order in this Action, the relevant discovery request(s), and 21 a reasonably specific description of
the information requested; and 22 (c) make the information requested available for inspection by
the 23 Non-Party, if requested.

24 9.3 Conditions of Production. If the Non-Party fails to seek a 25 protective order from this
court within 14 days of receiving the notice 26 and accompanying information, the Receiving
Party may produce the 27 Non-Party’s confidential information responsive to the discovery

request. If the Non-Party timely seeks a protective order, the Receiving 1 Party will not produce any information in its possession or control that 2 is subject to the confidentiality agreement with the Non-Party before a 3 determination by the court.

Absent a court order to the contrary, the 4 Non-Party will bear the burden and expense of seeking protection in this 5 court of its Protected Material. 6 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL 7 If a Receiving Party learns that, by inadvertence or otherwise, it has 8 disclosed Protected Material to any person or in any circumstance not 9 authorized under this Stipulated Protective Order, the Receiving Party must 10 immediately (a) notify in writing the Designating Party of the unauthorized 11 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the 12 Protected Material, (c) inform the person or persons to whom unauthorized 13 disclosures were made of all the terms of this Order, and (d) request such 14 person or persons to execute the “Acknowledgment and Agreement to Be 15 Bound” that is attached hereto as Exhibit A. 16 11.

INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 17 PROTECTED MATERIAL 18 When a Producing Party gives notice to Receiving Parties that certain 19 inadvertently produced material is subject to a claim of privilege or other 20 protection, the obligations of the Receiving Parties are those set forth in 21 Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended 22 to modify whatever procedure may be established in an e-discovery order 23 that provides for production without prior privilege review.

Pursuant to 24 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an 25 agreement on the effect of disclosure of a communication or information 26 covered by the attorney-client privilege or work product protection, the 27 parties may incorporate their agreement in the stipulated protective order submitted to the court. 1 12. MISCELLANEOUS 2 12.1 Right to Further Relief.

Nothing in this Order abridges the right of 3 any person to seek its modification by the Court in the future. 4 12.2 Right to Assert Other Objections. By stipulating to the entry of this 5 Protective Order no Party waives any right it otherwise would have to 6 object to disclosing or producing any information or item on any ground 7 not addressed in this Stipulated Protective Order.

Similarly, no Party 8 waives any right to object on any ground to use in evidence of any of the 9 material covered by this Protective Order. 10 12.3 Filing Protected Material. A Party that seeks to file under seal any 11 Protected Material must comply with Civil Local Rule 141, 143, and 302. 12 Protected Material may only be filed under seal pursuant to a court order 13 authorizing the sealing of the specific Protected Material at issue.

If a 14 Party's request to file Protected Material under seal is denied by the court, 15 then the Receiving Party may file the information in the public record 16 unless otherwise instructed by the

court. 17 12.4 Neither the entry of this Order, nor the designation of any 18 information, document, or the like as “Confidential,” nor the failure to 19 make such designation, shall constitute evidence with respect to any issue 20 in this action.

21 13. FINAL DISPOSITION 22 After the final disposition of this Action, as defined in paragraph 4, within 23 60 days, each Receiving Party must return all Protected Material to the 24 Producing Party. As used in this subdivision, “all Protected Material” 25 includes all copies, abstracts, compilations, summaries, and any other 26 format reproducing or capturing any of the Protected Material.

The 27 Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 1 day deadline that (1) identifies (by category, where appropriate) all the 2 Protected Material that was returned and (2) affirms that the Receiving 3 Party has not retained any copies, abstracts, compilations, summaries or 4 any other format reproducing or capturing any of the Protected Material.

5 Notwithstanding this provision, Counsel are entitled to retain an archival 6 copy of all pleadings, motion papers, trial, deposition, and hearing 7 transcripts, legal memoranda, correspondence, deposition and trial exhibits, 8 expert reports, attorney work product, and consultant and expert work 9 product, even if such materials contain Protected Material.

Any such 10 archival copies that contain or constitute Protected Material remain subject 11 to this Protective Order as set forth in Section 4 (DURATION). 12 14. VIOLATION 13 Any willful violation of this Order may be punished by civil or criminal 14 contempt proceedings, financial or evidentiary sanctions, reference to 15 disciplinary authorities, or other appropriate action at the discretion of the Court.

16 17 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD. 18 19 DATED: October 7, 2025 /s/Todd M. Friedman (with permission) Todd M. Friedman 20 Attorney for Plaintiffs JAMES ROBERTSON 21 22 23 DATED: October 7, 2025 /s/Joel D. Brodfuehrer Joel D. Brodfuehrer 24 Kendra S. Canape Attorneys for Defendant 25 IQ DATA INTERNATIONAL, INC. 26 27 1 FOR GOOD CAUSE SHOWN, 3 IT IS SO ORDERED.

Dated: October 8, 2025 Q_—— 5 JEREMY D. PETERSON 6 UNITED STATES MAGISTRATE JUDGE 8 10 11 12 a 13 bd 417 g 5 18 19 20 21 22 23 24 25 26 27 28 -17- 1 EXHIBIT A 2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND 3 I, _____ [full name], of 4 _____ [full address], declare under penalty of perjury that I have 5 read in its entirety and understand the Stipulated Protective Order that was issued 6 by the United States District Court for the Eastern District of California on [date] 7 in the case of _____ [insert case name and number].

I agree to comply 8 with and to be bound by all the terms of this Stipulated Protective Order and I 9 understand and acknowledge that failure to so comply could expose me to 10 sanctions and punishment in the nature of contempt. I solemnly promise that I 11 will not disclose in any manner any information or item that is subject to this 12 Stipulated Protective Order to any person or entity except in strict compliance 13 with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District 15 Court for the Eastern District of California for the purpose of enforcing the terms 16 of this Stipulated Protective Order, even if such enforcement proceedings occur 17 after termination of this action. I hereby appoint 18 _____ [full name] of 19 _____ [full address and telephone 20 number] as my California agent for service of process in connection with this 21 action or any proceedings related to enforcement of this Stipulated Protective 22 Order.

23 24 Date: _____ 25 City and State where signed: _____
_____ 26 Printed name: _____
27 Signature: _____