

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Robinson v. JPMorgan Chase Bank, National Association

Robinson · No. 2:24-cv-03085-DAD-SCR · Decided June 20, 2025

SUMMARY

This document is a stipulated protective order entered in Robinson v. JPMorgan Chase Bank, National Association, in the U.S. District Court for the Eastern District of California. It governs the designation, disclosure, use, challenge, filing, and final disposition of confidential discovery material, and includes an acknowledgment and agreement to be bound.

OPINION

1 2 3 4 5 6 7 8 UNITED STATES DISTRICT COURT 9 EASTERN DISTRICT OF
CALIFORNIA 10 SCOTT ROBINSON; and SHELBY 11 ROBINSON Case No. 2:24-cv-03085-
DAD-SCR 12 Plaintiffs, STIPULATED PROTECTIVE ORDER 13 v. 14 JPMORGAN CHASE
BANK, NATIONAL ASSOCIATION, 15 Defendant. 16 17 1. PURPOSES AND LIMITATIONS
18 Disclosure and discovery activity in this action are likely to involve production of 19
confidential, proprietary, or private information.

This information includes, but is not limited to, the 20 policies and procedures of Defendant
Chase for which special protection from public disclosure and 21 from use for any purpose other
than prosecuting this litigation may be warranted to avoid its 22 misappropriation for criminal
purposes by third parties who would use this information to commit 23 acts of fraud.

The Parties contend there is good cause and a particularized need for a protective order 24 to
preserve the interests of confidentiality and avoidance of fraudulent acts by third parties. 25
Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated
26 Protective Order.

The parties acknowledge that this Order does not confer blanket protections on all 27 disclosures
or responses to discovery and that the protection it affords from public disclosure and use 1
extends only to the limited information or items that are entitled to confidential treatment under
the 2 applicable legal principles. 3 1.2 Good Cause Statement: This action is likely to involve
trade secrets, commercial, 4 financial and/or proprietary information for which special protection
from public disclosure and 5 from use for any purpose other than litigation of this action is
warranted.

Such confidential and 6 proprietary materials and information consist of, among other things, confidential business or 7 financial information, information regarding confidential business practices, information otherwise 8 generally unavailable to the public, or which may be privileged or otherwise protected from 9 disclosure under state or federal statutes, court rules, case decisions, or common law.

Accordingly, 10 to expedite the flow of information, to facilitate the prompt resolution of disputes over 11 confidentiality of discovery materials, to adequately protect information the parties are entitled to 12 keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material 13 in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and 14 serve the ends of justice, a protective order for such information is justified in this matter.

It is the 15 intent of the parties that information will not be designated as confidential for tactical reasons and 16 that nothing be so designated without a good faith belief that it has been maintained in a confidential, 17 non-public manner, and there is good cause why it should not be part of the public record of this 18 case. 19 1.3 Acknowledgment of Procedure for Filing Under Seal.

The parties further acknowledge, 20 as set forth below in Section 12.3, that this Stipulated Protective Order does not entitle them to file 21 confidential information under seal. See Hon. Dale A. Drozd Standing Order in Civil Actions, DAD 22 Standing Order_05222025.pdf. United States District Court Eastern District of California Local 23 Rules 140 and 141 sets forth the procedures that must be followed and the standards that will be 24 applied when a party seeks permission from the court to file material under seal.

25 There is a strong presumption that the public has a right of access to judicial proceedings and 26 records in civil cases. In connection with non-dispositive motions, good cause must be shown to 27 support a filing under seal and a specific showing of good cause or compelling reasons with proper 1 party seeks to file under seal. See, e.g., *Kamakana v. City and Cnty. of Honolulu*, 447 F.3d 1172, 2 1176 (9th Cir.

2006), *Phillips ex rel. Ests. of Byrd v. Gen. Motors Corp.*, 307 F.3d 1206, 1210–11 3 (9th Cir. 2002). The parties' mere designation of Disclosure or Discovery Material as 4 "CONFIDENTIAL" does not—without the submission of competent evidence by declaration, 5 establishing that 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 a dispositive motion or trial, which does not 8 include discovery or class certification motions, then compelling reasons, not only good cause, for

9 the sealing must be shown, and the relief sought shall be narrowly tailored to serve the specific
10 interest to be protected. See *Pintos v. Pac. Creditors Ass’n*, 605 F.3d 665, 677–79 (9th Cir.

2010). 11 For each item or type of information, document, or thing sought to be filed or
introduced under seal 12 in connection with a dispositive motion or trial, the party seeking
protection must articulate 13 compelling reasons, supported by specific facts and legal
justification, for the requested sealing 14 order. Again, competent evidence supporting the
application to file documents under seal must be 15 provided by declaration.

16 Any document that is not confidential, privileged, or otherwise protectable in its entirety will
17 not be filed under seal if the confidential portions can be redacted. If documents can be
redacted, 18 then a redacted version for public viewing, omitting only the confidential, privileged,
or otherwise 19 protectable portions of the document, shall be filed.

Any application that seeks to file documents 20 under seal in their entirety should include an
explanation of why redaction is not feasible. 21 2. DEFINITIONS 22 2.1 Challenging Party: a
Party or Non-Party that challenges the designation of 23 information or items under this Order. 24
2.2 “CONFIDENTIAL” Information or Items: For purposes of this Order, information 25
(regardless of how it is generated, stored or maintained) or tangible things considered to be 26
“CONFIDENTIAL” Material include any information that a Party believes in good faith to be 27
confidential or sensitive non-public information, including, but not limited to, trade secrets, 1 of
the Federal Rules of Civil Procedure and any applicable case law interpreting Rule 26(c)(1)(G).

2 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well 3 as
their support staff). 4 2.4 Designating Party: a Party or Non-Party that designates information or
items that it 5 produces in disclosures or in responses to discovery as “CONFIDENTIAL.” 6 2.5
Disclosure or Discovery Material: all items or information, regardless of the medium 7 or manner
in which it is generated, stored, or maintained (including, among other things, testimony, 8
transcripts, and tangible things), that are produced or generated in disclosures or responses to 9
discovery in this matter.

10 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the 11
litigation who has been retained by a Party or its counsel to serve as an expert witness or as a 12
consultant in this action. 13 2.7 House Counsel: attorneys who are employees of a party to this
action. House Counsel 14 does not include Outside Counsel of Record or any other outside
counsel.

15 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal 16 entity
not named as a Party to this action. 17 2.9 Outside Counsel of Record: attorneys who are not
employees of a party to this action 18 but are retained to represent or advise a party to this action

and have appeared in this action on 19 behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

20 2.10 Party: any party to this action, including all of its officers, directors, employees, 21 consultants, retained experts, and Outside Counsel of Record (and their support staffs). 22 2.11

Producing Party: a Party or Non-Party that produces Disclosure or Discovery 23 Material in this action. 24 2.12 Professional Vendors: persons or entities that provide litigation support services (e.g., 25 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, 26 storing, or retrieving data in any form or medium) and their employees and subcontractors.

27 2.13 Protected Material: any Disclosure or Discovery Material that is designated as 1 2.14

Receiving Party: a Party that receives Disclosure or Discovery Material from a 2 Producing Party.

3 3. SCOPE 4 The protections conferred by this Stipulation and Order cover not only Protected Material (as 5 defined above), but also (1) any information copied or extracted from Protected Material; (2) all 6 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, 7 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

8 However, the protections conferred by this Stipulation and Order do not cover the following 9 information: (a) any information that is in the public domain at the time of disclosure to a Receiving 10 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of 11 publication not involving a violation of this Order, including becoming part of the public record 12 through trial or otherwise; and (b) any information known to the Receiving Party prior to the 13 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the 14 information lawfully and under no obligation of confidentiality to the Designating Party.

Any use of 15 Protected Material at trial shall be governed by a separate agreement or order. 16 4. DURATION 17 Even after final disposition of this litigation, the confidentiality obligations imposed by this 18 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order 19 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and 20 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion 21 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the 22 time limits for filing any motions or applications for extension of time pursuant to applicable law.

23 5. DESIGNATING PROTECTED MATERIAL 24 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or 25 Non-Party that designates information or items for protection under this Order must take care to 26 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 communications for which protection is not warranted. 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 or retard the case development process or to impose unnecessary expenses and burdens on other parties) 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 mistaken 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 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 or materials available for inspection need not designate them for protection until after the inspecting Party has indicated which material it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order.

Then, before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL" legend to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for appropriate markings in the margins).

(b) for testimony given in deposition or in other pretrial or trial proceedings, that the Designating Party identify on the record, before the close of the deposition, hearing, or other proceeding, all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend "CONFIDENTIAL." If only a

portion or portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

10 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to 11 designate qualified information or items does not, standing alone, waive the Designating Party's 12 right to secure protection under this Order for such material. Upon timely correction of a 13 designation, the Receiving Party must make reasonable efforts to assure that the material is treated in 14 accordance with the provisions of this Order.

15 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS 16 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of 17 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality 18 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, 19 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a 20 confidentiality designation by electing not to mount a challenge promptly after the original 21 designation is disclosed.

22 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process 23 by providing written notice of each designation it is challenging and describing the basis for each 24 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must 25 recite that the challenge to confidentiality is being made in accordance with this specific paragraph 26 of the Protective Order.

The parties shall attempt to resolve each challenge in good faith and must 27 begin the process by conferring directly (in voice to voice dialogue; other forms of communication 1 Party must explain the basis for its belief that the confidentiality designation was not proper and 2 must give the Designating Party an opportunity to review the designated material, to reconsider the 3 circumstances, and, if no change in designation is offered, to explain the basis for the chosen 4 designation.

A Challenging Party may proceed to the next stage of the challenge process only if it 5 has engaged in this meet and confer process first or establishes that the Designating Party is 6 unwilling to participate in the meet and confer process in a timely manner. 7 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court 8 intervention, the Designating Party shall file and serve a motion to retain confidentiality within 21 9 days of the parties agreeing that the meet and confer process will not resolve their dispute.

Each such 10 motion must be accompanied by a competent declaration affirming that the movant has complied 11 with the meet and confer requirements imposed in the preceding paragraph. Failure by the 12 Designating Party to make such a motion including the required declaration shall automatically 13 waive the confidentiality designation for each challenged designation.

In addition, the Challenging Party may file a motion challenging a confidentiality designation at any time if there is good cause for doing so, including a challenge to the designation of a deposition transcript or any portions thereof. Any motion brought pursuant to this provision must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed by the preceding paragraph.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality designation by failing to file a motion to retain confidentiality as described above, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL **7.1 Basic Principles.** A Receiving Party may use Protected Material that is disclosed or 1 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to 2 the categories of persons and under the conditions described in this Order. When the litigation has 3 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL 4 DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at a location and in a 6 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 8 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any 9 information or item designated "CONFIDENTIAL" only to: 10 (a) the Receiving Party's Outside Counsel of Record in this action, as well as employees 11 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for 12 this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" that is 13 attached hereto as Exhibit A; 14 (b) the officers, directors, and employees (including House Counsel) of the Receiving 15 Party to whom disclosure is reasonably necessary for this litigation and who have signed the 16 "Acknowledgment and Agreement to Be Bound" (Exhibit A); 17 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is 18 reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement 19 to Be Bound" (Exhibit A); 20 (d) the court and its personnel; 21 (e) court reporters and their staff, professional jury or trial consultants, mock jurors, and 22 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have 23 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A); 24 (f) during their depositions, witnesses in the action to whom disclosure is reasonably 25 necessary and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A), 26 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 must be separately 1 Stipulated Protective Order. 2 (g) the author or recipient of a document containing the information or a custodian or 3 other person who otherwise possessed or knew the information. 4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER 5 LITIGATION 6 If a Party is served with a subpoena or a court order issued in other litigation that compels 7 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party 8 must: 9 (a) promptly notify in writing the Designating Party.

Such notification shall include a 10 copy of the subpoena or court order; 11 (b) promptly notify in writing the party who caused the subpoena or order to issue in the 12 other litigation that some or all of the material covered by the subpoena or order is subject to this 13 Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and 14 (c) cooperate with respect to all reasonable procedures sought to be pursued by the 15 Designating Party whose Protected Material may be affected.

16 If the Designating Party timely seeks a protective order, the Party served with the subpoena 17 or court order shall not produce any information designated in this action as “CONFIDENTIAL” 18 before a determination by the court from which the subpoena or order issued, unless the Party has 19 obtained the Designating Party’s permission.

The Designating Party shall bear the burden and 20 expense of seeking protection in that court of its confidential material – and nothing in these 21 provisions should be construed as authorizing or encouraging a Receiving Party in this action to 22 disobey a lawful directive from another court. 23 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS 24 LITIGATION 25 (a) The terms of this Order are applicable to information produced by a Non-Party in this 26 action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in 27 connection with this litigation is protected by the remedies and relief provided by this Order.

1 protections. 2 (b) In the event that a Party is required, by a valid discovery request, to produce a Non- 3 Party’s confidential information in its possession, and the Party is subject to an agreement with the 4 Non-Party not to produce the Non-Party’s confidential information, then the Party shall: 5 (1) promptly notify in writing the Requesting Party and the Non-Party that some or all 6 of the information requested is subject to a confidentiality agreement with a Non-Party; 7 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in 8 this litigation, the relevant discovery request(s), and a reasonably specific description of the 9 information requested; and 10 (3) make the information requested available for inspection by the Non-Party.

11 (c) If the Non-Party fails to object or seek a protective order from this court within 14 12 days of receiving the notice and accompanying information, the Receiving Party may produce the 13

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" that is attached hereto as Exhibit A.

INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

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). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review.

Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief.

Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order.

Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this action any Protected Material.

A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 141. Protected Material may only be filed under seal pursuant to a court order authorizing the

sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 141, a sealing order will issue only upon a request establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under the law.

If a Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule 141 is denied by the court, then the Receiving Party may file the information in the public record pursuant unless otherwise instructed by the court. 13. FINAL DISPOSITION Within 60 days after the final disposition of this action, as defined in paragraph 4, each As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material.

Whether the Protected Material is returned or destroyed, the 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 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material.

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

Any such archival that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION). IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD. DATED: June 18, 2025 /s/ Charles Cummins Attorney for Plaintiff DATED: June 18, 2025 /s/ Cindy Hamilton Attorney for Defendant PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: June 20, 2025 Kink SEAN C. RIORDAN UNITED STATES MAGISTRATE JUDGE EXHIBIT A 2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Eastern District of California on [date] in the case of Scott Robinson and Shelby Robinson v. JPMorgan Chase Bank, National Association, Case No. 2:24-cv-03085-DAD-SCR.

I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any

manner any information or item that is subject to this 11 Stipulated Protective Order to any person or entity except in strict compliance with the provisions of 12 this Order.

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

20	21	Date: _____	22	City and State where sworn and
	signed:	_____	23	24 Printed name:
		_____	25	26 Signature:
		_____	27	