

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

PIERRE CAMERON, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

CLEARVIEW FEDERAL CREDIT UNION,

Defendant.

CIVIL DIVISION

Civil Action No. GD-19-012804

**JOINT MOTION FOR ENTRY OF A
PROTECTIVE ORDER**

Filed by the Defendant, Clearview Federal
Credit Union

Counsel of Record for this Party:

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AND NOW come Plaintiff, Pierre Cameron (“Plaintiff”) and Defendant, Clearview Federal Credit Union (“Defendant”), and file jointly this motion for the entry of the attached protective order, averring the following in support:

1. Plaintiff has filed a purported class action lawsuit against Clearview alleging deficiencies in notices sent by Clearview to motor vehicle loan customers in violation of the Pennsylvania Uniform Commercial Code following the repossession and/or resale of the vehicle.
2. This case has been assigned to the Commerce and Complex Litigation Center and the Honorable Philip J. Ignelzi.
3. In anticipation of document production and ongoing discovery in this matter, counsel for both parties agree that certain documents and other information that will be exchanged is confidential and should be protected from pretrial disclosure.
4. There is good cause for the entry of the proposed protective order because, without prejudice to any right to object, discovery will involve the production of confidential personal and


financial information of Plaintiff and internal, confidential proprietary business records of Defendant.

5. Counsel for both parties have agreed on the language of the proposed protective order, subject to the approval of the Court.

WHEREFORE, Plaintiff and Defendant respectfully request that the Court enter the attached proposed Stipulated Protective Order in this matter without a hearing.

Respectfully submitted,

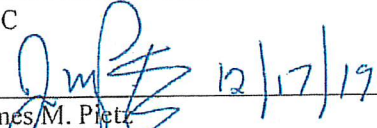
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IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

PIERRE CAMERON, individually and on
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Case No. GD-19-012804

CLEARVIEW FEDERAL CREDIT UNION,

Defendant.

STIPULATED PROTECTIVE ORDER

This Order shall govern certain documents, written discovery, and testimony obtained by the parties in connection with pre-trial proceedings in this action. The Court shall determine how Confidential Information is to be treated at trial.

I. DEFINITIONS

1. Party or Parties: any party to this action, including named and unnamed plaintiffs, defendants, all of its or their officers, directors, owners, members, partners, trustees, beneficiaries, employees, consultants, retained experts, attorneys, and outside counsel (and their support staff), including the law firms Flitter Milz, P.C., Feinstein Doyle Payne & Kravec, LLC and Blank Rome LLP.

2. Disclosure or Discovery Material: all items or information, regardless of the medium or manner generated, stored, or maintained (including, among other things, testimony, transcripts, or tangible things) that are voluntarily exchanged, produced or generated by any party or non-party in disclosures or responses to discovery in this matter.

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

4. Producing Party: a Party or non-party that produces Disclosure or Discovery Material in this action.

5. Designating Party: a Party or non-party that designates information or items that it produces in disclosures or in responses to discovery as “Confidential” or “Highly Confidential—Attorneys’ Eyes Only” as those terms are defined below.

6. “Confidential” Material: information (regardless of how generated, stored, or maintained) or tangible things that a Designating Party believes in good faith constitutes or embodies: (a) matter used by it in or pertaining to its business, which matter is not generally known and which the Designating Party would not normally reveal to third parties or would cause third parties to maintain in confidence; (b) non-public personal information of third- parties, including any Bank customers, or Plaintiff and information that identifies the non-public personal information of third-parties, including any Bank customers, or Plaintiff, including, but not limited to, name, address, social security number, account number, telephone number, place or position of work, and other identifying information; and (c) any other information that would qualify as Confidential pursuant to the applicable legal standard.

7. “Highly Confidential—Attorneys’ Eyes Only” Material: certain limited “Confidential” material or information that is competitively sensitive and constitutes or contains: (1) technical information such as product design, (2) information within the definition of trade secret provided by Pennsylvania state law, (3) formulae or source code, (4) research and development information, (5) customer lists, (6) sales, cost, pricing, or other financial information, (7) plans for strategic business initiatives or marketing plans, or (8) any other information that contains the Designating Party’s trade secrets or other confidential research, development, or commercial or financial information of an extremely sensitive nature that may cause significant

competitive harm to the Designating Party if disclosed to persons other than those described in Section II, Paragraph 7, below.

8. Protected Material: any Disclosure or Discovery Material that is designated as “Confidential” or “Highly Confidential—Attorneys’ Eyes Only.”

9. Counsel: attorneys not employed by the Parties who are retained to represent or advise a Party in this action.

10. Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its Counsel to serve as an expert witness or as a consultant in this action and who has been approved to receive Protected Material in accordance with Section II, below.

11. Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing, storing, retrieving data in any form or medium; etc.) and their employees and subcontractors.

II. DESIGNATION AND TREATMENT OF PROTECTED MATERIALS

1. In order to facilitate production of documents and other discovery in this matter, any Producing Party may, by written notice, or by a statement on the record at a deposition, designate any Disclosure or Discovery Material as “Confidential” or “Highly Confidential—Attorneys’ Eyes Only” (hereinafter “Highly Confidential”), under the terms of this Order.

2. By designating Disclosure or Discovery Material as “Confidential” or “Highly Confidential” the Designating Party is certifying to the Court that there is a good faith basis in both law and fact for the designation. Confidential Material shall be so designated by clearly labeling, stamping or otherwise marking the top or bottom of each page of the designated Material with the legend “CONFIDENTIAL” (the “Confidential Legend”), including each page of any electronically

produced document. Highly Confidential Material shall be so designated by clearly labeling, stamping or otherwise marking the top or bottom of each page of the designated Material with the legend "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" (the "Highly Confidential Legend"), including each page of any electronically produced document. Any such stamp or designation shall not in any manner cover up, overlap upon, obscure or otherwise conceal any text, picture, drawing, graph or other communication or depiction in the document. In the case of Confidential Information disclosed in a non-paper medium (e.g., videotape, audiotape, computer disks, etc.), the appropriate designation shall be affixed on the outside of the medium or its container so as to clearly give notice of the designation.

3. Any party or non-party may also designate testimony or exhibits, or portions thereof, given in deposition or pre-trial proceedings as Confidential Material or Highly Confidential Material, by having its attorney orally designate such testimony or exhibits, or portions thereof, during the proceeding. The deposition or court reporter shall be instructed to clearly mark the designated testimony, and each designated exhibit with the Confidential Legend or Highly Confidential Legend, as appropriate. Alternatively, any Party may designate testimony or exhibits, or any portion thereof, as Confidential Material or Highly Confidential Material by providing written notice to all parties within 30 calendar days following receipt of the transcript, of those portions of the transcript or exhibits which are to be considered Confidential Material or Highly Confidential Material. During this period of review, all transcripts will be automatically designated Highly Confidential, labeled as such and accorded all protections for such material.

4. A Party may designate as "Confidential" or "Highly Confidential" any material produced by a non-party by providing written notice to all parties within 30 calendar days after receiving such material, and providing a copy of the material which the designating party has

clearly labeled, stamped or otherwise marked with the Confidential Legend or Highly Confidential Legend and the additional words “as designated by [party]”, for example “CONFIDENTIAL as designated by Clearview Federal Credit Union.” This Stipulated Protective Order shall not limit the ability of any party or non-party to voluntarily disclose to others any Protected Material that originates from that party or non-party.

5. No party to this action shall be obligated to challenge the propriety of a designation of material as Confidential Material or Highly Confidential Material, and a failure to do so shall not preclude a subsequent challenge to the propriety of the designation. A party may challenge a confidentiality designation by notifying the Designating Party in writing that it believes the designation is improper. The parties will then meet and confer regarding the designation. If the parties are unable to reach agreement, either party may bring the issue to the Court for resolution. The party seeking to maintain the confidentiality designation shall have the burden of proof before the Court. Pending resolution by the Court, the confidentiality designation remains effective.

6. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, the Receiving Party may disclose any information or item designated “Confidential” only to “Qualified Persons,” who are defined to consist solely of:

- a. The Receiving Party’s Counsel in this action, as well as employees of said Counsel to whom it is reasonably necessary to disclose the information for this litigation;
- b. The officers, directors, owners, members, partners, trustees, beneficiaries, and employees of the Receiving Party or named plaintiff(s), to whom disclosure is reasonably necessary for this litigation;
- c. Experts (as defined in this Stipulated Protective Order) of the Receiving Party and their administrative support staff if any, to whom disclosure is reasonably necessary for

this litigation and who have signed the "Acknowledgement and Agreement to Be Bound by Protective Order" (Exhibit A);

- d. The Court and its personnel;
- e. Neutral evaluators, mediators or arbitrators assigned to the case by the Court or retained for the case by the mutual agreement of the Parties;
- f. Professional Vendors for services such as copying, scanning, or electronic document processing to whom disclosure is reasonably necessary for this litigation;
- g. Court reporters and their staff to whom disclosure is reasonably necessary for this litigation;
- h. During their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court; and
- i. Any author or recipient of the document or the original source of the information disclosed in the document.

7. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "Highly Confidential" only to those persons listed in Paragraph 6, (a),(c) -(i), above.

8. Protected Material shall not be disclosed or furnished to any person pursuant to paragraphs 6(c) and 6(h) unless that person is informed of this Order and has signed the "Acknowledgement and Agreement to be Bound by Protective Order," appended hereto as Exhibit A. It shall be the obligation of counsel providing the information to a Qualified Person to retain a copy of all agreements executed pursuant to this paragraph 8 until the final termination of this litigation.

9. Protected Material must be stored and maintained by the Receiving Party at a location and in a secure manner that reasonably ensures that access is limited to Qualified Person(s) as defined by this Order.

10. The list of Qualified Person(s) to whom Protected Material may be disclosed may be enlarged by written agreement of all counsel of record. If any party proposes to expand the list of Qualified Person(s), the parties will meet and confer regarding such proposal. If the parties are unable to reach agreement, any party may bring the issue to the Court for resolution. Pending resolution by the Court, the list of Qualified Person(s) will not be expanded, and no Protected Material may be disclosed to additional person(s).

11. Nothing in this Stipulated Protective Order shall impose any restrictions upon the use or disclosure by a Party or witness of any document, material, or information lawfully obtained by such party or witness independently of the discovery proceedings in this action, whether or not such document, material, or information is also obtained through discovery proceedings in this action.

12. Entering into, agreeing to, and/or complying with the terms of this Stipulated Protective Order shall not:

a. Operate as an admission by any party that any particular document, material, or information contains or reflects currently valuable trade secrets or proprietary commercial information; or

b. Prejudice in any way the right of a party to seek a determination by the Court whether any particular document, material, or information should be subject to the terms of this Stipulated Protective Order, such request and determination to be made in accordance with paragraph 5 above; or

c. Operate as a waiver of any objection of either Party as to the admissibility of a particular document into evidence. Nothing in this Order shall be construed to require any Party to disclose to any other Party any Protected Material, or to prohibit any Party from refusing to disclose Protected Material to any other Party.

13. In the event that any Protected Material is demanded from a Receiving Party by way of subpoena, court order or otherwise, that Receiving Party shall immediately, and in no event more than 3 court days, notify the Designating Party by telephone and in writing of the demand. The notice given to the Designating Party shall, in all events, be given before any production or disclosure of Protected Material and shall include a copy of the subpoena or court order so as to allow sufficient time for the Designating Party to challenge or resist such production or disclosure.

14. No document shall be filed under seal unless counsel secures a Court Order allowing the filing of a document under seal. An application to file a document under seal shall be served on opposing counsel, and on the person or entity that has custody and control of the document, if different from opposing counsel. If opposing counsel, or the person or entity who has custody and control of the document, wishes to oppose the application, he/she must contact the chambers of the judge who will rule on the application, to notify the judge's staff that an opposition to the application will be filed.

15. For any document, paper, exhibit, transcript or other thing filed or lodged with the Court, or any portion thereof ("Record"), containing Confidential Material and/or Highly Confidential Material that the Court finds may be filed under seal, the party filing such Record with the Court shall place the confidential portion in a sealed envelope or other appropriately sealed container, with a label indicating the title of this litigation, the nature of the contents, the Confidential Legend and/or Highly Confidential Legend, and a statement which reads substantially

as follows: "THIS ENVELOPE CONTAINS CONFIDENTIAL INFORMATION [AND/OR] HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY INFORMATION AND IS SEALED PURSUANT TO THE [DATE OF THIS PROTECTIVE ORDER] ORDER OF THE COURT AT THE REQUEST OF [REQUESTING PARTY]. IT IS NOT TO BE OPENED NOR ARE THE CONTENTS THEREOF TO BE DISPLAYED OR REVEALED TO ANY PERSONS EXCEPT BY ORDER OF THE COURT OR PURSUANT TO CONSENT OF THE PARTIES CLAIMING CONFIDENTIALITY."

16. The foregoing is without prejudice to the right of any party: (a) to present a motion to the Court for a further protective order relating to any Protected Material or relating to any discovery in this litigation; (b) to object to the production of documents it considers not subject to discovery; (c) to apply to the Court for an order compelling production of documents or modification of this Order or for any order permitting disclosure of Protected Material beyond the terms of this Order; or (d) to apply to the Court for an order deeming Disclosure or Discovery Material not "Confidential" or "Highly Confidential."

17. The inadvertent production of any privileged or otherwise protected material shall not be deemed a waiver or impairment of any claim of privilege or protection, including, but not limited to, the attorney-client privilege and the protection afforded to work product materials, or the subject matter thereof. Any party that discovers that it has inadvertently produced privileged or otherwise protected material may, within 30 business days of discovery of the inadvertent production, request the return of such documents. Upon receiving notice from a Producing Party that materials have been inadvertently produced, all such materials (including all copies) shall be returned to the Producing Party within 5 business days of receipt of such notice, unless application is made to the Court within such period to challenge the claim of privilege. The party must not

use or disclose the information until the claim is resolved. The party must take reasonable steps to retrieve the information if the party disclosed it to third parties before being notified that the information was privileged and/or protected.

18. Any document or material that a Party has inadvertently failed to designate as "Confidential" or "Highly Confidential" may be retrieved upon notification by the Party in accordance with the procedure above for reclaiming inadvertently produced privileged documents. The retrieving party shall re-produce such documents or material, designating them "Confidential" or "Highly Confidential" as described in paragraph 1 above, as soon as possible after retrieval and no later than 20 days after retrieval.

19. If the 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 shall immediately notify in writing the Designating Party of the unauthorized disclosure and use its best efforts to retrieve all copies of the Protected Materials. The Receiving Party shall inform the person or persons to whom the unauthorized disclosures were made of the terms of this Order and request that such person or persons execute the "Acknowledgement and Agreement to Be Bound" (Exhibit A) to maintain the protections for material that was improperly disclosed.

20. All Disclosure or Discovery Materials shall be used solely for the purpose of this litigation. Except by consent of the Producing Party or order of the Court, such discovery materials shall not be used by any party other than the Producing Party for any outside purpose, including, without limitation, any outside business or outside commercial purpose.

21. The protections conferred by this Order cover not only Protected Material, but also any information copied or extracted therefrom, as well as all copies, excerpts, summaries, or

compilations thereof, plus testimony, conversations, or presentations by Parties or Counsel to or in Court or in other settings that might reveal Protected Material. All notes, memoranda, reports and other written communications that reveal or discuss information contained in Protected Materials shall be given the same protections under this Order as though they were designated Protected Materials.

22. Within 60 days after termination of this action and the expiration of time for appeal, whether this action be settled or otherwise resolved in full prior to trial, or tried on the merits, all originals and copies of Protected Material shall be: (1) promptly returned to the designating party, or (2) at the direction of the Court or designating party, or at the option of the receiving party, shall be destroyed. Notwithstanding this provision, Counsel are entitled to retain archival copies and are not required to return or destroy copies of all pleadings, motion papers, written discovery, transcripts, legal memoranda, correspondence, attorney-client communications or attorney work product, even if such materials contain Protected Material, provided that such Counsel take appropriate steps to prevent the disclosure in a manner contrary to this Order of such Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Order and the Court's continuing jurisdiction to enforce the protections herein.

23. The final determination or settlement of this action as to any or all parties shall not relieve any person who has received Protected Material from the obligations imposed by this Order, and this Court shall retain jurisdiction after such final determination or settlement to enforce the provisions of this Order. All persons subject to the terms of this Order agree that this Court shall retain jurisdiction over them for the purpose of enforcing this Order.

24. The Court may modify the protective order for good cause, in the interests of justice or for public policy reasons on its own initiative.

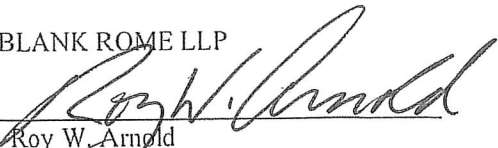
AGREED TO BY:

FLITTER MILZ, P.C.



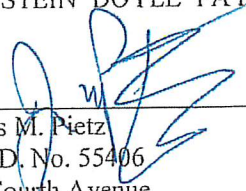
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SO ORDERED THIS ____ DAY OF _____, 2019

Hon. Philip A. Ignelzi

EXHIBIT A

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

PIERRE CAMERON, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

Case No. GD-19-012804

CLEARVIEW FEDERAL CREDIT UNION,

Defendant.

**CONFIDENTIALITY AGREEMENT FOR EXPERT,
CONSULTANT OR DEPONENT**

I hereby affirm that:

Information, including documents and things, designated as “Confidential Information,” or “Highly Confidential—Attorneys’ Eyes Only Information,” as defined in the Protective Order entered in the above-captioned action (hereinafter “Protective Order”), is being provided to me pursuant to the terms and restrictions of the Protective Order.

I have been given a copy of and have read the Protective Order.

I am familiar with the terms of the Protective Order and I agree to comply with and to be bound by such terms.

I submit to the jurisdiction of this Court for enforcement of the Protective Order.

I agree not to use any Confidential Information or Highly Confidential—Attorneys’ Eyes Only Information disclosed to me pursuant to the Protective Order except for purposes of the above-captioned litigation and not to disclose any such information to persons other than those specifically authorized by said Protective Order, without the express written consent of the party who designated such information as confidential or by order of this Court. I also agree to notify any stenographic, clerical or technical personnel who are required to assist me of the terms of this Protective Order and of its binding effect on them and me.

I understand that I am to retain all documents or materials designated as or containing Confidential Information or Highly Confidential—Attorneys’ Eyes Only Information in a secure manner, and that all such documents and materials are to remain in my personal custody until the completion of my assigned duties in this matter, whereupon all such documents and materials, including all copies thereof, and any writings prepared by me containing any Confidential

Information or Highly Confidential—Attorneys' Eyes Only Information are to be returned to counsel who provided me with such documents and materials.

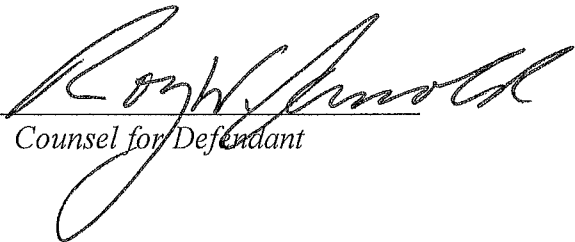
Agreed to this _____ day of _____, 20__.

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the Case Records Public Access Policy of the Unified Judicial System of Pennsylvania that require filing confidential information and documents differently than non-confidential information and documents.

DATED: December 18, 2019

By: _____

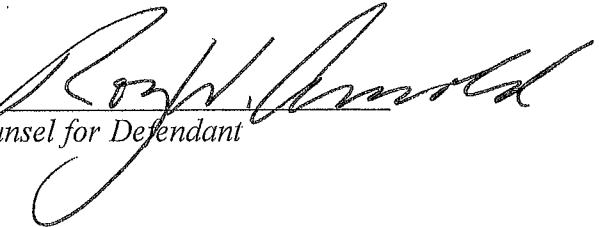

Counsel for Defendant

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Joint Motion for Entry of a Protective Order has been served by U.S. Mail to counsel of record via first class mail, postage pre-paid, this 18 day of December 2019 as follows:

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By: 
Counsel for Defendant