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 9 Attorneys for Defendants
 10 CASDEN BURBANK, LLC;
 11 CASDEN PROPERTY MANAGEMENT, INC.

12 UNITED STATES DISTRICT COURT
 13
 14 CENTRAL DISTRICT OF CALIFORNIA

Gordon & Rees LLP
 633 West Fifth Street, Suite 4900
 Los Angeles, CA 90071

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|----|--------------------------------------|---|---|
| 11 | KELLY JACKSON, an Individual; | } | CASE NO. CV12-06936 MWF (JCGx) <i>Judge Michael W. Fitzgerald</i> |
| 12 | GEORGINA POLO, an Individual; | | |
| 13 | WENDY LUNGARO, an Individual | | |
| 14 | LIBORIO LUNGARO, an Individual; | | |
| 15 | | } | STIPULATED PROTECTIVE ORDER |
| 16 | Plaintiff, | | |
| 17 | vs. | } | Courtroom: 1600 |
| 18 | CASDEN BURBANK, LLC, a | | |
| 19 | Delaware Corporation, CASDEN | | |
| 20 | PROPERTY MANAGEMENT, INC., | | |
| 21 | a California Corporation, and DOES 1 | } | |
| 22 | THROUGH 10, Inclusive | | |
| 23 | | } | |
| 24 | Defendants. | | |

25 **TO THE COURT:**

26 The parties hereto, Plaintiffs Kelly Jackson, Georgina Polo, Wendy Lungaro
 27 and Liborio Lungaro, (collectively hereafter referred to as "Plaintiffs"), on the one
 28 hand, and Defendants Casden Burbank, LLC and Casden Property Management,
 Inc. (collectively hereafter referred to as "Defendants"), on the other hand, by and
 through their respective counsel of record, hereby stipulate to the entry of a
 Protective Order pursuant to Federal Rule of Civil Procedure 26(c).

1 producing party as “confidential information or material” as defined below. The
2 information protected includes, but is not limited to, information contained in
3 initial disclosures, responses to written discovery; deposition testimony and
4 exhibits; and all copies, extracts, summaries, compilations, designations, and
5 portions of the foregoing.

6 2. Confidential Information or Material Defined. For purposes of this
7 stipulation and accompanying order, “confidential information or material” will
8 mean all information or material that:

9 a. Is produced for or disclosed to a receiving party (Plaintiffs or
10 any Defendant); and

11 b. A party (Plaintiffs or any Defendant) reasonably and in good
12 faith believes it to constitute confidential information as set forth in Rule 26(c) of
13 the Federal Rules of Civil Procedure, or otherwise constitutes business proprietary
14 and/or confidential material or financial information, whether embodied in
15 physical objects, documents, or other factual knowledge of persons, and
16 specifically shall include but not necessarily be limited to third party employee
17 personnel information; and

18 c. Has been designated as confidential information by the
19 producing party in compliance with this Stipulation and Order, and in advance of
20 its production.

21 3. Designation of Confidential Information or Material. The producing
22 party may designate confidential information by stamping or affixing to the
23 physical objects, documents, discovery responses, or deposition transcripts a stamp
24 or other inscription that states: “Confidential” and the case number - “CV12-06936
25 MWF (JCGx)”.

26 For written material, documents, or other tangible items, the
27 designation of confidential information or material must be made when the
28 material is produced to the receiving party. The designation of any particular page

1 of written material shall indicate that all information contained on that page is
2 designated “confidential” unless otherwise indicated.

3 For information not reduced to written material, document, or other
4 tangible item, or information that can not be conveniently designated as set forth in
5 this paragraph, the producing party must designate the confidential information by
6 giving written notice to the receiving party at the time the confidential information
7 is produced. The written notice must clearly identify that part of the information
8 being produced that is designated as confidential.

9 4. Party’s Own Information. The restrictions on the use of confidential
10 information established by this stipulation and order apply only to the use by a
11 party of confidential information received from another party to this action, or
12 from a non-party to this action, and shall not apply to the use by a party of
13 his/her/its own information.

14 5. Persons Authorized to Receive Confidential Information and Material.
15 For purposes of this Stipulation and Order, the term “qualified recipient” of
16 information and material that has been designated pursuant to the terms of this
17 stipulation and order shall mean:

18 (a) The parties to this action, including officers, directors, and
19 other employees of the party to whom disclosure of confidential information is
20 deemed necessary by that party for purposes of this action only;

21 (b) The attorneys of record in this action, attorneys employed in-
22 house by or on behalf of the parties, any attorneys retained by the parties in this
23 action to consult on the litigation, their respective partners, associates, clerks, legal
24 assistants, secretaries, and stenographic and support personnel, and such other
25 persons retained by such attorneys to provide litigation support services in this
26 action;

27 (c) Experts and consultants, consistent with the provisions of
28 paragraph 10 below; and

1 All persons identified in subparagraph (c) above shall complete and
2 sign a declaration in the form of Attachment “A” to this stipulation and order,
3 stating that he or she has read and understands the terms of this stipulation and
4 order and agrees to be bound by its terms. The person’s signature shall be and
5 hereby is intended to cover employees of such persons to whom it is necessary that
6 the information and/or material be disclosed for purposes of this action. Each
7 person to whom disclosure of confidential information is made agrees to be subject
8 to the jurisdiction of this Court solely for purposes of proceedings relating to that
9 person’s performance under, compliance with, or violation of this order. The
10 original executed declaration shall be maintained by the attorney of record for the
11 party causing the disclosure, and shall be made available for inspection by any
12 other party on three (3) days prior written notice, except as provided in Paragraph
13 10 herein below.

14 6. Challenges To and Removal of Confidential Designation. Nothing in
15 this Stipulation and Order shall preclude any party from challenging a designation
16 of any information or material as “confidential” by any other party. If designated
17 by a party as “confidential,” information and material will be so treated for all
18 purposes, and shall continue to be treated as confidential unless and until the court
19 rules to the contrary. Any party may challenge or object to the designation as
20 “confidential” of any information and material and/or seek removal of particular
21 items of confidential information from this order by giving counsel for all other
22 parties written notice of the objection within twenty (20) days of receipt of the
23 information or material, which notice shall contain and be supported by reasons for
24 the objection, and specify the items of confidential information and material for
25 which removal of the confidential designation is sought. The written notice shall
26 have attached a copy of such designated material or shall identify each subject
27 document by production number or deposition by page number and shall (a) state
28 that the receiving party objects to the designation, and (b) set forth the particular

1 reasons for such objection. Counsel for the designating party shall then initiate a
2 conference in good faith in an effort to resolve any dispute concerning such
3 designation. If such dispute cannot be resolved, the party designating the
4 information as CONFIDENTIAL shall file a motion within fifteen (15) days of the
5 written objection requesting that the Court determine whether the disputed
6 information should be subject to the terms of this Protective Order. The disputed
7 information shall be treated as CONFIDENTIAL under the terms of this Protective
8 Order until the Court rules on the motion.

9 For purposes of this Stipulation and Order, “receipt” of an objection
10 made pursuant to this paragraph shall mean on completion of transmission, if
11 service is made by facsimile, on delivery, if service is made personally, two days
12 after mailing, if service is made by express mail or other means of overnight
13 delivery, and three days after the date of mailing, if service is made by regular
14 mail.

15 7. Use of Confidential Information and Material. Any information or
16 material designated as “confidential” will be handled by the receiving party, and all
17 other parties who receive copies of said information and/or material, in accordance
18 with the terms of this stipulation and order. Information and material designated as
19 “confidential” will be held in confidence by each receiving party, will be used by
20 each receiving party for purposes of this action and trial only and not for any
21 business, competitive or other purpose unless agreed to in writing in advance by all
22 parties to this action or as authorized by further order of the court, and will not be
23 disclosed to, or the substance discussed with, any person who is not a qualified
24 recipient, except as provided in this order.

25 8. Copies of Confidential Information and Material. Nothing in this
26 stipulation and order shall prevent or otherwise restrict a qualified recipient from
27 making working copies, abstracts, summaries, digests and analyses of confidential
28 information for use in connection with this action. All working copies, abstracts,

1 summaries, digests and analyses will be considered confidential information under
2 the terms of this order.

3 9. Transmission of Confidential Information and Material. Nothing in
4 this stipulation and order shall prevent or otherwise restrict the transmission or
5 communication of confidential information between or among qualified recipients.

6 10. Disclosure to Experts and Consultants. If, in the exercise of his/her/its
7 sole discretion, a qualified recipient determines it necessary to disclose a producing
8 party's confidential information to an independent (*i.e.*, not party-affiliated)
9 technical or business expert or consultant retained by the qualified recipient or
10 his/her/its attorneys to assist in this action, whether or not such person is
11 designated to testify as an expert at trial, the qualified recipient, prior to providing
12 any confidential information to the expert or consultant, will require the expert or
13 consultant to complete and sign a declaration in the form of Attachment "A" to this
14 Stipulation and Order, stating that he or she has read and understands this order
15 and agrees to be bound by its terms.

16 Promptly after the parties exchange information on the experts
17 expected to testify at trial, the designating parties who have disclosed confidential
18 information to any designated experts or consultants pursuant to this section shall,
19 at the time of the designation, provide the other parties in this case with a copy of
20 all acknowledgment forms completed and signed by the designated experts or
21 consultants who received the confidential information or material.

22 11. Court Proceedings. Without written permission from the producing
23 party designating a document as confidential or a court order secured after
24 appropriate notice to all interested persons, a Party may not file in the public record
25 in this action any document designated as confidential unless it is filed under seal
26 in compliance with the Federal Rules of Civil Procedure and Central District Local
27 Rules, and any special Orders issued by Judge Fitzgerald.

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1 12. Testimony. Notwithstanding any provision of this Stipulation and
2 Order to the contrary, any person may be examined as a witness at deposition and
3 may testify concerning all confidential information of which the person is the
4 author, addressee or has knowledge. If the examination concerns confidential
5 information, the producing party will have the right to exclude from that portion of
6 the deposition concerning the confidential information any person other than the
7 witness, the witness’s attorney(s), and qualified recipients of the confidential
8 information. If the witness and/or his or her attorney is not a qualified recipient,
9 then before the examination commences, the witness and his or her attorney each
10 will be requested to complete and execute an agreement, in the form of Attachment
11 “A” to this order, that he or she will comply with the terms of this order and
12 maintain the confidentiality of the confidential information disclosed during the
13 course of the interview or examination. If the witness and/or his or her attorney
14 decline to sign the agreement, the producing party has the right to adjourn the
15 examination to promptly seek a further protective order from the court prohibiting
16 the witness and/or his or her attorney from disclosing the confidential information.

17 Any court reporter who takes down testimony in this action, through
18 interview, examination, deposition or otherwise (collectively “deposition”), will be
19 given a copy of this Order and will be required to agree on the transcript of the
20 deposition, that he or she will not disclose any testimony and/or information
21 revealed at the deposition, except to the attorneys of record for the parties in this
22 action or to such other qualified recipients as the attorneys of record for the parties
23 so designate in writing to the court reporter. The transcript, the original, and all
24 copies of any deposition transcript, and exhibits, will be initially considered as a
25 whole to constitute confidential information subject to this order, and will be
26 conspicuously marked as described below. Any disputes over this designation, in
27 whole or in part, will be resolved through the procedure and in accordance with the
28 burden of proof designated in Paragraph 6, above, for challenges to the designation

1 as confidential information. Once resolved, or if no challenge is made, the reporter
2 will promptly conform the original transcript, and counsel will conform their
3 copies of the transcript in accordance with the agreed-upon or resolved
4 designation. The portions designated as confidential will thereafter be bound in a
5 separate booklet, conspicuously marked on the cover thereof with the words
6 “CONFIDENTIAL - SUBJECT OF PROTECTIVE ORDER,” and shall be treated
7 as confidential information subject to this order.

8 13. Subpoenas. If any person or party having possession, custody, or
9 control of any confidential information receives a subpoena or other process or
10 order to produce confidential or special confidential information, he/she/it will
11 promptly:

12 (a) Notify in writing all attorneys of record;

13 (b) Furnish those attorneys with a copy of the subpoena or other
14 process of order; and

15 (c) Provide reasonable cooperation with respect to a procedure to
16 protect the confidential information sought to be pursued by the party whose
17 interests may be affected. If the party asserting confidentiality makes a motion to
18 quash or modify the subpoena, process, or order, there will be no disclosure,
19 process, or order until the Court has ruled on the motion, and then only in
20 accordance with the ruling. If no motion is made despite a reasonable opportunity
21 to do so, the person or party receiving the subpoena or other process or order will
22 be entitled to comply with it if the person or party has fulfilled its obligations under
23 this order.

24 14. Attorneys’ Actions. Nothing in this Order will bar or otherwise
25 restrict an attorney who is a qualified recipient from:

26 (a) Rendering advice to his or her client with respect to this action;

27 or

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1 (b) Generally referring to or relying on his or her examination of
2 documents that have been produced under this order and that contain confidential
3 information.

4 15. No Waiver. The taking of, or the failure to take, any action to enforce
5 the provisions of this order, or the failure to object to any designation or any such
6 action or omission, will not constitute a waiver of any right to seek and obtain
7 protection or relief, other than as specified in this order, of any claim or defense in
8 this action or any other action, including but not limited to, any claim or defense
9 that any information:

10 (a) Is or is not relevant, material, or otherwise discoverable;
11 (b) Is or is not confidential or proprietary to any party;
12 (c) Is or is not entitled to particular protection; or
13 (d) Embodies or does not embody trade secrets or confidential
14 research, development, or commercial information of any party. In making this
15 claim or defense, the party must comply with the procedures described in this
16 order. This order is entered without prejudice to the right of any party to apply to
17 the Court at any time to relax or rescind the restrictions of this order, when
18 convenience or necessity requires. The procedures set forth in this order will not
19 affect the rights of the parties to object to discovery on grounds other than those
20 related to trade secrets or proprietary information claims, nor will they relieve a
21 party of the necessity of proper response to discovery devices.

22 16. No Probative Value. This Order will not abrogate or diminish any
23 contractual, statutory, or other legal obligation or right of any party or person with
24 respect to any confidential information. The fact that information is designated as
25 confidential information under this order will not be considered to be determinative
26 of what a trier of fact may determine to be confidential or proprietary. Absent a
27 stipulation of all parties, the fact that information has been designated as
28 confidential information under this order will not be admissible during the trial of

1 this action, nor will the jury be advised of this designation. The fact that any
2 information designated confidential pursuant to this order is disclosed, used, or
3 produced in discovery or at trial in this action will not be construed to be
4 admissible or offered in any action or proceeding before any court, agency, or
5 tribunal as evidence that the information:

- 6 (a) Is or is not relevant, material, or otherwise admissible;
- 7 (b) Is or is not confidential or proprietary to any party;
- 8 (c) Is or is not entitled to particular protection; or
- 9 (d) Embodies or does not embody trade secrets or confidential
10 research, development, or commercial information of any party.

11 17. Return of Information and Materials. At the conclusion of this action,
12 all confidential information and materials will, within thirty (30) days of written
13 request of the party furnishing the information, be delivered to the party that
14 furnished the confidential information and materials. All confidential or special
15 confidential information not embodied in written materials, documents, or tangible
16 items will remain subject to this order.

17 18. Court's Jurisdiction. The Court retains jurisdiction to make
18 amendments, modifications, deletions, and additions to this order as the court from
19 time to time considers appropriate. The provisions of this Order regarding the use
20 or disclosure of information designated as confidential information will survive the
21 termination of this action, and the Court will retain jurisdiction with respect to this
22 Order.

23 19. Notices. Any of the notice requirements in this order may be waived,
24 in whole or in part, but only a writing signed by the attorney of record for the party
25 against whom such waiver is sought will be effective.

26 20. Amendments. The parties may amend this Stipulation and Order in
27 writing and may seek to have the amendments entered by the court as part of this
28 order.

1 21. Interpretation. This stipulation has been negotiated at arm's length
2 and between and among persons sophisticated and knowledgeable in the matters
3 dealt with in this stipulation. Accordingly, none of the parties hereto shall be
4 entitled to have any provisions of the stipulation construed against any of the other
5 parties hereto in accordance with any rule of law, legal decision, or doctrine, such
6 as the doctrine of *contra proferendum*, that would require interpretation of any
7 ambiguities in this stipulation against the party that has drafted it. The provisions
8 of this stipulation shall be interpreted in a reasonable manner to effect the purposes
9 of the parties hereto and this stipulation.

10 22. Binding on all Parties/Extension to Non-Parties. This stipulation,
11 upon entry as an Order of the Court, shall bind the parties represented by the
12 undersigned counsel, the parties' agents, officers, directors, employees, and
13 representatives who receive notice of this stipulation and order, and all other
14 parties who appear in this case during the course of this litigation. If non-parties
15 produce documents and desire to have them produced under the terms of this
16 Order, the parties agree to meet and confer and, if unable to agree, the non-parties
17 may seek amendment to the Order by motion.

18 IT IS SO STIPULATED:

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20 Dated: March 15, 2013

GORDON & REES LLP

21 By: s/Tamar Karaguezian

22 Tamar Karaguezian, Esq.
23 Attorneys for Defendants
24 CASDEN BURBANK, LLC;
CASDEN PROPERTY
MANAGEMENT, INC.

25 Dated: March 15, 2013

LAW OFFICE OF CRAIG P. FAGAN

26 By: s/Craig P. Fagan

27 Craig P. Fagan, Esq.
28 Attorneys for Plaintiffs
KELLY JACKSON; GEORGINA
POLO; WENDY LUNGARO;
LIBORIO LUNGARO

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ATTACHMENT "A"

The undersigned hereby acknowledges that he/she has read the Protective Order agreed to by the parties and entered by the Court in the above-entitled action and understands the terms thereof, and agrees, upon threat of penalty of breach of contract and/or contempt of court, to be bound by such terms.

In particular, the undersigned understands that the terms of the Protective Order obligate him/her to use Confidential Information solely for the purposes of this litigation and any considerations of settlement hereof, and to not disclose any such Confidential Information to any other person, firm or concern not known to be bound by the Protective Order.

PRINTED NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

Dated: _____

(Signature)

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~~[PROPOSED]~~ ORDER ON STIPULATION

The Court hereby approves this stipulation. IT IS SO ORDERED.

Dated: March 19, 2013



Judge of the United States District Court

Gordon & Rees LLP
633 West Fifth Street, Suite 4900
Los Angeles, CA 90071