

1 Thomas H. Citron, Esq., State Bar No. 182142
 2 Katherine A. Tatikian, Esq., State Bar No. 142665
CITRON & CITRON
 3 3420 Ocean Park Boulevard, Suite 3030
 4 Santa Monica, CA 90405
 5 Telephone: (310) 450-6695
 6 Facsimile:(310) 450-3851
thomas.citron@citronlaw.com; katherine.tatikian@citronlaw.com

NOTE CHANGES MADE BY THE COURT

7 Attorneys for Defendants: **DAVLYN INVESTMENTS, INC.** and **DLGP AVENTINE,**
8 **LLC**

9 **LAW OFFICES OF ODION L. OKOJIE**
 10 Odion L. Okojie SBN: 164931
 11 880 West First Street, Suite 313
 12 Los Angeles, CA 90012
 13 Telephone: 213.626.4100
 14 Facsimile: 213.626.6900
 15 Email: <okojielaw@aol.com>

NOTE CHANGES MADE BY THE COURT

16 Attorneys for Plaintiffs: **JULIA WORTH STURM, SANDRA STURM, HOPE MAGEE,**
17 **PAULYISHA SHAW, JACOREY SHAW, CHARLES SHAW, MARLENE MICHELE**
18 **MOORE, ALFONZIA JASON MOORE, PAUL PERSON, MARLENE MOORE,**
19 **MICHELE PERSON, and ALMALIA OCON, individuals**

20 **UNITED STATES DISTRICT COURT**
 21 **CENTRAL DISTRICT OF CALIFORNIA**

22	JULIA WORTH STURM, et al.,)	Case No.: CV: 12-7305-DMG(AGR _x)
23)	Assigned to Hon. Dolly M. Gee
24	Plaintiffs,)	
25	v.)	STIPULATION FOR PROTECTIVE
26)	ORDER AND [PROPOSED] ORDER
27	DAVLYN INVESTMENTS, INC., a)	THEREON
28	California Corporation; DLGP)	
	AVENTINE, LLC, a California)	
	Limited Liability Company, and)	
	others to be joined under rules 19 of)	
	the Federal Rules of Civil Procedure,)	Trial: November 19, 2013
)	
	Defendants.)	Action Filed: August 24, 2012

1 Subject to the approval of this Court, the parties hereby stipulate to the
2 following protective order;

3 1. In connection with discovery proceedings in this action, the parties may
4 designate any document, thing, material, testimony or other information derived
5 therefrom, as **"CONFIDENTIAL"** or **"CONFIDENTIAL, FOR ATTORNEYS'
6 EYES ONLY"** under the terms of this Stipulated Protective Order (hereinafter
7 "Order"). Confidential information is information which has not been made public
8 and which may have the effect of causing harm to the person, firm, partnership,
9 corporation, or to the organization from which the information was obtained or to
10 other third persons. By designating a document, thing, material, testimony or other
11 information derived therefrom as **"CONFIDENTIAL"** or **"CONFIDENTIAL,
12 FOR ATTORNEYS' EYES ONLY"** under the terms of this order, the party
13 making the designation is certifying to the Court that there is a good faith basis both
14 in law and in fact for the designation within the meaning of *Federal Rule of Civil
15 Procedure 26(g)*.

16 2. Confidential documents shall be so designated by stamping copies of
17 the document produced to a party with the legend **"CONFIDENTIAL"** or a
18 **"CONFIDENTIAL, FOR ATTORNEYS' EYES ONLY."** Stamping the legend
19 **"CONFIDENTIAL"** or **"CONFIDENTIAL, FOR ATTORNEY'S EYES
20 ONLY"** on the cover of any multipage document shall designate all pages of the
21 document as **"CONFIDENTIAL"** or **"CONFIDENTIAL, FOR ATTORNEY'S
22 EYES ONLY"**, unless otherwise indicated by the producing party.

23 ^{AGR} 3. Testimony taken at a deposition, conference, hearing ~~or trial~~ may be
24 designated as **"CONFIDENTIAL"** by making a statement to that effect on the
25 record at the deposition or other proceeding. Arrangements shall be made with the
26 court reporter taking and transcribing such proceeding to separately bind such
27 portions of the transcript containing information designated as
28 **"CONFIDENTIAL,"** and to label such portions appropriately.

1 4. Material designated as “**CONFIDENTIAL**” under this Order, the
2 information contained therein, and any summaries, copies, abstracts, or other
3 documents derived in whole or in part from material designated as
4 “**CONFIDENTIAL**” (hereinafter “**CONFIDENTIAL MATERIAL**”) shall be
5 used only for the purpose of the prosecution, defense, or settlement of this action,
6 and for no other purpose.

7 5. “**CONFIDENTIAL MATERIAL**” produced pursuant to this Order
8 may be disclosed or made available only to the Court, to counsel for a party
9 (including the paralegal, clerical, and secretarial staff employed by such counsel),
10 and to the “qualified persons” designated below:

- 11 (a) a party, or an officer, director, or employee of a party deemed
12 necessary by counsel to aid in the prosecution, defense, or settlement of this
13 action;
- 14 (b) experts or consultants (together with their clerical staff) retained by
15 such counsel to assist in the prosecution, defense, or settlement of this action;
- 16 (c) court reporter(s) employed in this action;
- 17 (d) a witness at any deposition or other proceeding in this action; and
- 18 (e) any other person as to whom the parties in writing agree.

19 Prior to receiving any “**CONFIDENTIAL MATERIAL.**” each “qualified
20 person” shall be provided with a copy of this Order and shall execute a
21 nondisclosure agreement in the form of Attachment A, a copy of which shall be
22 provided forthwith to counsel for each other party and for the parties.

23 6. Depositions shall be taken only in the presence of qualified persons.

24 7. **USE/DISCLOSURE OF “CONFIDENTIAL, ATTORNEYS’ EYES**
25 **ONLY” DOCUMENTS:**

26 (a) Documents designated “**CONFIDENTIAL, ATTORNEYS’ EYES**
27 **ONLY**” shall not be given, provided or disclosed to any of the Plaintiffs in this
28 action without a prior order of the Court;

1 (b) Documents designated **“CONFIDENTIAL, ATTORNEYS’ EYES**
2 **ONLY”** shall not be used for any purpose other than the prosecution, defense or
3 settlement of this action;

4 (c) Documents designated **“CONFIDENTIAL, ATTORNEYS’ EYES**
5 **ONLY”** shall be disclosed or made available to the Court and counsel for a party,
6 including the legal assistants or clerical employees assisting such counsel;

7 (d) Except as the Court specifically orders, documents designated
8 **“CONFIDENTIAL, ATTORNEYS’ EYES ONLY”** may be disclosed to the
9 “qualified persons” designated below:

10 (i) Third party experts and consultants retained by counsel for a party to assist
11 in the prosecution, defense, or settlement of this action;

12 (ii) Court reporter(s), deposition witnesses and mediators/settlement officers
13 involved in this action; and

14 (iii) Any other person as the Court may order or the parties may in writing
15 agree;

16 (e) Prior to receiving any **“CONFIDENTIAL, ATTORNEYS’ EYES**
17 **ONLY”** each “qualified person” shall be provided with a copy of this Order and
18 shall execute the Nondisclosure Agreement in the form of Attachment A, a copy of
19 which shall be provided forthwith to counsel for each other party and for the parties;

20 (f) A party or the party’s designated most knowledgeable person may be
21 examined, may be shown, and may testify concerning any information or document
22 designated as **“CONFIDENTIAL MATERIAL”** or **“CONFIDENTIAL,**
23 **ATTORNEYS’ EYES ONLY”** of that producing party.

24 8. Nothing herein shall impose any restrictions on the use or disclosure
25 by a party of material obtained by such party independent of discovery in this
26 action, whether or not such material is also obtained through discovery in this
27 action, or from disclosing its own **“CONFIDENTIAL MATERIAL”** as it deems
28 appropriate.

1 9. If **"CONFIDENTIAL MATERIAL,"** or **"CONFIDENTIAL, FOR**
2 **ATTORNEYS' EYES ONLY"** including any portion of a deposition transcript
3 designated as **"CONFIDENTIAL,"** is included in any papers to the filed in
4 Court, such papers shall be labeled **"CONFIDENTIAL—SUBJECT TO**
5 **COURT ORDER"** and filed ^{with an application to file such documents pursuant} ~~under seal until further order of this Court.~~ ^{to local Rule}
6 79-5.

7 **"CONFIDENTIAL, FOR ATTORNEYS' EYES ONLY"** is used in any court
8 proceeding in this action, it shall not lose its confidential status through such use,
9 and the party using such shall take all reasonable steps to maintain its
10 confidentiality during such use. ^{Any such material used at trial shall}
11 ~~become public absent a separate court order~~ ^{upon motion.}

12 11. This Order shall be without prejudice to the right of the parties (i) to
13 bring before the Court at any time the question of whether any particular
14 document or information is confidential or whether its use should be restricted or
15 (ii) to present a motion to the Court under *Federal Rule of Civil Procedure 26(c)*
16 for a separate protective order as to any particular document or information,
17 including restrictions differing from those as specified herein. This Order shall
18 not be deemed to prejudice the parties in any way in any future application for
19 modification to this Order.

20 12. This Order is entered solely for the purpose of facilitating the
21 exchange of documents and information between the parties to this action without
22 involving the Court unnecessarily in the process. Nothing in this Order nor the
23 production of any information or document under the terms of this Order nor any
24 proceedings pursuant to this Order shall be deemed to have the effect of an
25 admission or waiver by either party, or of altering the confidentiality or non-
26 confidentiality of, any such document or information or altering any existing
27 obligation of any party or the absence thereof.

28 13. This Order shall survive the final termination of this action, to the
extent that the information contained in **"CONFIDENTIAL MATERIAL"** is not

1 or does not become known to the public, and the Court shall retain jurisdiction to
2 resolve any dispute concerning the use of information disclosed hereunder. Upon
3 termination of this case, counsel for the parties shall assemble and return to each
4 other all documents, material and deposition transcripts designated as
5 "CONFIDENTIAL" or "CONFIDENTIAL, FOR ATTORNEYS' EYES
6 ONLY" and all copies of same, or shall certify the destruction thereof.
7

8 SO STIPULATED:
9

10 Dated: July 25, 2013 _____

**LAW OFFICES OF ODION L. OKOJIE
DAVID IYALOMHE & ASSOCIATES**

11
12
13 By: _____

**ODION L. OKOJIE/DAVID IYALOMHE
Attorneys for Plaintiffs**

14
15
16
17 Dated: July 25, 2013

CITRON & CITRON

18
19 By: _____

**THOMAS H. CITRON
KATHERINE A. TATIKIAN
Attorneys for Defendants DAVLYN
INVESTMENTS, INC. and DLGP
AVENTINE, LLC**

20
21
22
23
24 **IT IS SO ORDERED.**

DATED: July 25, 2013

**Alicia G. Rosenberg
UNITED STATES MAGISTRATE JUDGE**

Attachment A

NONDISCLOSURE AGREEMENT

I, _____ do solemnly swear that I am fully familiar with the terms of the Stipulated protective Order entered in Julia Worth Sturm, et al. v. Davlyn Investments, Inc., et al., United States District Court for the Central District of California, Civil Action No. 2:12-cv-07305-DMG-AGR, and hereby agree to comply with and be bound by the terms and conditions of said Order unless and until modified by further Order of this Court. I hereby consent to the jurisdiction of said Court for purposes of enforcing this Order.

Dated: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

7921