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IN THE UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

FELICISIMA BASA, an individual, and SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER, INC., d/b/a HOUSING RIGHTS CENTER, INC., a California nonprofit corporation,	)	Case No.: 2:15-cv-01707 TJH (JCx)
Plaintiffs,	)	Assigned to Courtroom: 17
vs.	)	The Hon. Terry J. Hatter, Jr.
GRETI CROFT, an individual,	)	<b>CONFIDENTIALITY ORDER</b>
Defendant.	)	Action Commenced: 03/09/2015
	)	Trial Date: Not Set
	)	Discovery Cut-Off: Not Set
	)	Law & Motion Cut-Off: Not Set

The parties having entered into a Stipulation for the entry of a Confidentiality Order to govern the disclosure, dissemination, and use of “Confidential Information” produced by the parties in this action, and the Court having reviewed the Stipulation and finding good cause for the entry of such an order, HEREBY ORDERS THAT:

**CONFIDENTIAL INFORMATION**

1. Plaintiff Southern California Housing Rights Center (“HRC”) contends that information regarding the investigative techniques used by the HRC

1 staff and information relating to any investigation carried out by the HRC is  
2 confidential and the public disclosure of such information would jeopardize  
3 ongoing and future testing of other property owners' practices in the City and  
4 County of Los Angeles, and would tax the limited resources of the HRC by  
5 requiring them to continually find and use new anonymous testers and new  
6 investigative techniques. Therefore, Plaintiff HRC seeks to designate documents  
7 related to its testers and investigative techniques as confidential. *See Shammouh*  
8 *v. Karp*, 1996 U.S. Dist. LEXIS 16334 (E.D. Pa. Nov. 5, 1996) (holding good  
9 cause exists to treat information regarding the identities of testers and investigative  
10 techniques as confidential).

11 2. Parties also seek to designate as Confidential Information documents  
12 pertaining to the ownership or operation of the subject properties, as well as the  
13 financial and personal information pertaining to tenants, employees, or  
14 independent contractors associated with the management of the subject properties.

15 3. Any documents or things produced in discovery that contain or reveal  
16 Confidential Information or that are designated as Confidential Information under  
17 the terms of the Order, and all copies, recordings, abstracts, excerpts, analyses,  
18 court filings, or other writings that contain, reflect, reveal, suggest, or otherwise  
19 disclose such Confidential Information shall be deemed to be Confidential  
20 Information until and unless the court rules otherwise.

21 4. The provisions of the Order shall not apply to information which can  
22 be shown by competent evidence to be: (i) in the public domain at the time of  
23 disclosure or, through no fault of the Receiving Party, in the public domain after  
24 the time of disclosure; (ii) known to or developed by the Receiving Party prior to  
25 the time of disclosure; or (iii) obtained from a third party unrelated to the parties or  
26 action and not within its employ.

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1 **DOCUMENTS**

2 5. For the purposes of this Confidentiality Order, “Documents” means  
3 all written, recorded, computerized, electronic, or graphical material or information  
4 and things, whether produced or created by a Party or another person, and whether  
5 produced in response to a discovery request, subpoena, agreement, or otherwise.

6 **PARTIES**

7 6. A “Disclosing Party” is the party who produces or discloses  
8 Confidential Information, or on whose behalf such information is disclosed, to a  
9 receiving party’s attorneys. A “Receiving Party” is any party (either Plaintiff or a  
10 defendant) that receives or is permitted to receive Confidential Information from  
11 the Disclosing Party under the Order.

12 **DESIGNATION OF CONFIDENTIALITY**

13 7. Confidential Information shall be disclosed by the parties and their  
14 counsel only in accordance with the terms of this Confidentiality Order and shall  
15 be used solely for the purposes of this action and shall not be used by the parties or  
16 their counsel for any other purpose. The following describes the procedure for  
17 designating “Confidential Information” as “Confidential.”

18 a. Confidential Information may be designated by a Disclosing  
19 Party as “Confidential” by marking it as “Confidential” or by designating the  
20 information as “Confidential” by any separate writing sufficient to identify the  
21 information which is provided to the Receiving Party.

22 b. Where such designation is made by stamping or similar means,  
23 it shall be made by placing notice on the document, thing, response to discovery,  
24 deposition or court transcript or record, information, or document stored on  
25 diskette or otherwise in computer usable form, or tangible thing or object, in such a  
26 manner as will not interfere with the legibility or accessibility of the Confidential  
27 Information.

1 c. Information and documents designated as “Confidential  
2 Information” shall be subject to the disclosure restrictions of the Order. Any  
3 Receiving Party or other person who receives a document so designated is subject  
4 to this Confidentiality Order and the jurisdiction of the Central District of  
5 California for enforcement of the Order.

6 d. If a party wishes to challenge the designation of a document or  
7 portion of a document as “Confidential,” the party challenging the designation  
8 shall meet and confer in good faith with the designating party in an attempt to  
9 resolve the dispute pursuant to Local Rule 37-1. If the parties are unable to resolve  
10 their dispute, they agree to file a joint stipulation, including all issues in dispute  
11 and the contentions and points of authorities of each party, prior to seeking  
12 adjudication of the matter pursuant to Local Rule 37-2 and Fed. R. Civ. P. 26(c).  
13 Any motion challenging a confidential designation must be filed in strict  
14 compliance with Local Rules 37-1 and 37-2 (including the Joint Stipulation  
15 requirement). The party seeking confidentiality has the burden of establishing that  
16 protection is warranted under Fed. R. Civ. P. 26(c).

### 17 **DISCLOSURE**

18 8. Confidential Information disclosed by a Disclosing Party under the  
19 Order shall be used by the Receiving Party only for purposes of this litigation and  
20 not for any business, commercial, scientific, competitive, or other purpose  
21 whatsoever.

22 9. Nothing in this Confidentiality Order shall be construed to impose  
23 affirmative obligations on the Court or court personnel, who are subject only to the  
24 Court’s internal procedures regarding the handling of material filed or lodged  
25 under seal. Confidential Information shall not be disclosed by the parties or their  
26 counsel to anyone other than the Court and its officers, counsel and their agents  
27 and employees, and the parties.



1 **INADVERTENT DISCLOSURE**

2 13. In the event that a party discovers after they have produced  
3 information that they have inadvertently failed to designate as “Confidential  
4 Information,” that was not designated as Confidential, the disclosing party may  
5 designate the information as Confidential by a subsequent notice in writing  
6 identifying the information and furnishing the correct designation, in which event  
7 the parties shall henceforth treat such information as provided in the Order, and  
8 shall undertake a best effort to retrieve any disclosure, dissemination, or use of  
9 such information prior to re-designation.

10 **OTHER**

11 14. Nothing in this Confidentiality Order shall affect the admissibility of  
12 any Confidential Information in this action. By producing the confidential  
13 documents, producing Parties do not waive any objection to the confidential  
14 documents’ admissibility, relevance, or any other ground of objection, all of which  
15 grounds are specifically reserved.

16 15. Within 30 days after the termination of this action all Confidential  
17 Information produced by a party shall be returned to that party’s counsel.

18 16. Nothing in this Confidentiality Order shall be construed to unduly  
19 hamper the rights of the parties to prosecute and defend this action. The execution  
20 of this Confidentiality Order shall not preclude any party from objecting to  
21 discovery that it believes to be improper, from moving the Court for confidentiality  
22 orders in the course of this litigation, or from moving for an order modifying or  
23 expanding this Confidentiality Order as needed.

24 17. This Confidentiality Order shall survive the final termination of this  
25 action. The Court shall retain jurisdiction to enforce this Confidentiality Order for  
26 six months after the final termination to resolve any dispute concerning the use of  
27 Confidential Information.

1 18. The parties to this agreement may exercise any rights they may have,  
2 at law or in equity, to enforce its terms.

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4 IT IS SO ORDERED.

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6 DATED: April 29, 2015

7 \_\_\_\_\_/s/  
8 Hon. Jacqueline Chooljian  
9 United States Magistrate Judge  
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