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 8 UNITED STATES DISTRICT COURT
 9 CENTRAL DISTRICT OF CALIFORNIA

11 MATTHEW MEYER; MEAGEN
 12 MEYER; D.H., S.M., I.M., T.M. and
 13 J.M., minors, by and through their
 Guardian Ad Litem, MEAGEN
 MEYER,

14 Plaintiffs,

15 v.

16 VILLAGE AT BROAD STREET
 17 FAMILY HOUSING, L.P., a
 18 California Limited Partnership; FPI
 MANAGEMENT, INC., a California
 Corporation,

19 Defendants.
 20

No. 2:15-CV-6432-DFS-AS
 STIPULATED PROTECTIVE
 ORDER

23 1. A. PURPOSES AND LIMITATIONS

24 Disclosure and discovery activity in this action are likely to involve production
 25 of confidential, proprietary, or private information for which special protection from
 26 public disclosure and from use for any purpose other than prosecuting this litigation
 27 may be warranted. Accordingly, the parties hereby stipulate to and petition the court to
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1 enter the following Stipulated Protective Order. The parties acknowledge that this
2 Order does not confer blanket protections on all disclosures or responses to discovery
3 and that the protection it affords from public disclosure and use extends only to the
4 limited information or items that are entitled to confidential treatment under the
5 applicable legal principles. The parties further acknowledge, as set forth in Section
6 12.3, below, that this Stipulated Protective Order does not entitle them to file
7 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that
8 must be followed and the standards that will be applied when a party seeks permission
9 from the court to file material under seal.
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11 B. GOOD CAUSE STATEMENT
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13 This action is likely to involve financial information as well as employee,
14 prospective tenant, and tenant records for which special protection from public
15 disclosure and from use for any purpose other than prosecution of this action is
16 warranted. Such confidential and proprietary materials and information consist of,
17 among other things, confidential business or financial information, information
18 regarding prospective tenant and tenant employment, credit, and rental history,
19 confidential business practices (including information implicating privacy rights of
20 third parties), information otherwise generally unavailable to the public, or which may
21 be privileged or otherwise protected from disclosure under state or federal statutes,
22 court rules, case decisions, or common law. Accordingly, to expedite the flow of
23 information, to facilitate the prompt resolution of disputes over confidentiality of
24 discovery materials, to adequately protect information the parties are entitled to keep
25 confidential, to ensure that the parties are permitted reasonable necessary uses of such
26 material in preparation for and in the conduct of trial, to address their handling at the
27 end of the litigation, and serve the ends of justice, a protective order for such
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1 information is justified in this matter. It is the intent of the parties that information will
2 not be designated as confidential for tactical reasons and that nothing be so designated
3 without a good faith belief that it has been maintained in a confidential, non-public
4 manner, and there is good cause why it should not be part of the public record of this
5 case.

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7 **2. DEFINITIONS**

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9 **2.1 Challenging Party:** a Party or Non-Party that challenges the designation of
10 information or items under this Order.

11 **2.2 “CONFIDENTIAL” Information or Items:** information (regardless of how
12 it is generated, stored or maintained) or tangible things that qualify for protection under
13 Federal Rule of Civil Procedure 26(c).

14 **2.3 Counsel (without qualifier):** Outside Counsel of Record and House
15 Counsel (as well as their support staff).

16 **2.4 Designating Party:** a Party or Non-Party that designates information or
17 items that it produces in disclosures or in responses to discovery as
18 “CONFIDENTIAL.”

19 **2.5 Disclosure or Discovery Material:** all items or information, regardless of
20 the medium or manner in which it is generated, stored, or maintained (including, among
21 other things, testimony, transcripts, and tangible things), that are produced or generated
22 in disclosures or responses to discovery in this matter.

23 **2.6 Expert:** a person with specialized knowledge or experience in a matter
24 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
25 expert witness or as a consultant in this action.
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1 2.7 House Counsel: attorneys who are employees of a party to this action.
2 House Counsel does not include Outside Counsel of Record or any other outside
3 counsel.

4 2.8 Non-Party: any natural person, partnership, corporation, association, or
5 other legal entity not named as a Party to this action.

6 2.9 Outside Counsel of Record: attorneys who are not employees of a party to
7 this action but are retained to represent or advise a party to this action and have
8 appeared in this action on behalf of that party or are affiliated with a law firm which has
9 appeared on behalf of that party.

10 2.10 Party: any party to this action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 support staffs).

13 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
14 Discovery Material in this action.

15 2.12 Professional Vendors: persons or entities that provide litigation support
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
18 their employees and subcontractors.

19 2.13 Protected Material: any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL.”

21 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material
22 from a Producing Party.
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1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only Protected
3 Material (as defined above), but also (1) any information copied or extracted from
4 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
5 Material; and (3) any testimony, conversations, or presentations by Parties or their
6 Counsel that might reveal Protected Material. However, the protections conferred by
7 this Stipulation and Order do not cover the following information: (a) any information
8 that is in the public domain at the time of disclosure to a Receiving Party or becomes
9 part of the public domain after its disclosure to a Receiving Party as a result of
10 publication not involving a violation of this Order, including becoming part of the
11 public record through trial or otherwise; and (b) any information known to the
12 Receiving Party prior to the disclosure or obtained by the Receiving Party after the
13 disclosure from a source who obtained the information lawfully and under no
14 obligation of confidentiality to the Designating Party. Any use of Protected Material at
15 trial shall be governed by a separate agreement or order.
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17 4. DURATION

18 Even after final disposition of this litigation, the confidentiality obligations
19 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
20 in writing or a court order otherwise directs. Final disposition shall be deemed to be the
21 later of (1) dismissal of all claims and defenses in this action, with or without prejudice;
22 and (2) final judgment herein after the completion and exhaustion of all appeals,
23 rehearings, remands, trials, or reviews of this action, including the time limits for filing
24 any motions or applications for extension of time pursuant to applicable law.
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1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection under this
4 Order must take care to limit any such designation to specific material that qualifies
5 under the appropriate standards. The Designating Party must designate for protection
6 only those parts of material, documents, items, or oral or written communications that
7 qualify – so that other portions of the material, documents, items, or communications
8 for which protection is not warranted are not swept unjustifiably within the ambit of
9 this Order.

10 Mass, indiscriminate, or routinized designations are prohibited. Designations that
11 are shown to be clearly unjustified or that have been made for an improper purpose
12 (e.g., to unnecessarily encumber or retard the case development process or to impose
13 unnecessary expenses and burdens on other parties) expose the Designating Party to
14 sanctions.

15 If it comes to a Designating Party’s attention that information or items that it designated
16 for protection do not qualify for protection, that Designating Party must promptly notify
17 all other Parties that it is withdrawing the mistaken designation.

18
19 5.2 Manner and Timing of Designations. Except as otherwise provided in this
20 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
21 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
22 must be clearly so designated before the material is disclosed or produced.

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic documents,
25 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
26 Producing Party affix the legend “CONFIDENTIAL” to each page that contains
27 protected material. If only a portion or portions of the material on a page qualifies for
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1 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,
2 by making appropriate markings in the margins).
3 A Party or Non-Party that makes original documents or materials available for
4 inspection need not designate them for protection until after the inspecting Party has
5 indicated which material it would like copied and produced. During the inspection and
6 before the designation, all of the material made available for inspection shall be deemed
7 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
8 copied and produced, the Producing Party must determine which documents, or
9 portions thereof, qualify for protection under this Order. Then, before producing the
10 specified documents, the Producing Party must affix the “CONFIDENTIAL” legend to
11 each page that contains Protected Material. If only a portion or portions of the material
12 on a page qualifies for protection, the Producing Party also must clearly identify the
13 protected portion(s) (e.g., by making appropriate markings in the margins).

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

17 (c) for information produced in some form other than documentary and for
18 any other tangible items, that the Producing Party affix in a prominent place on the
19 exterior of the container or containers in which the information or item is stored the
20 legend “CONFIDENTIAL.” If only a portion or portions of the information or item
21 warrant protection, the Producing Party, to the extent practicable, shall identify the
22 protected portion(s).

23 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
24 failure to designate qualified information or items does not, standing alone, waive the
25 Designating Party’s right to secure protection under this Order for such material. Upon
26 timely correction of a designation, the Receiving Party must make reasonable efforts to
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1 assure that the material is treated in accordance with the provisions of this Order.
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3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
5 designation of confidentiality at any time. Unless a prompt challenge to a Designating
6 Party's confidentiality designation is necessary to avoid foreseeable, substantial
7 unfairness, unnecessary economic burdens, or a significant disruption or delay of the
8 litigation, a Party does not waive its right to challenge a confidentiality designation by
9 electing not to mount a challenge promptly after the original designation is disclosed.
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11 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
12 resolution process by providing written notice of each designation it is challenging and
13 describing the basis for each challenge. To avoid ambiguity as to whether a challenge
14 has been made, the written notice must recite that the challenge to confidentiality is
15 being made in accordance with this specific paragraph of the Protective Order. The
16 parties shall attempt to resolve each challenge in good faith and must begin the process
17 by conferring directly (in voice to voice dialogue; other forms of communication are
18 not sufficient) within 14 days of the date of service of notice. In conferring, the
19 Challenging Party must explain the basis for its belief that the confidentiality
20 designation was not proper and must give the Designating Party an opportunity to
21 review the designated material, to reconsider the circumstances, and, if no change in
22 designation is offered, to explain the basis for the chosen designation. A Challenging
23 Party may proceed to the next stage of the challenge process only if it has engaged in
24 this meet and confer process first or establishes that the Designating Party is unwilling
25 to participate in the meet and confer process in a timely manner.

26 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
27 court intervention, the Designating Party shall file and serve a motion to retain
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1 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5,
2 if applicable) within 21 days of the initial notice of challenge or within 14 days of the
3 parties agreeing that the meet and confer process will not resolve their dispute,
4 whichever is earlier. Each such motion must be accompanied by a competent
5 declaration affirming that the movant has complied with the meet and confer
6 requirements imposed in the preceding paragraph. Failure by the Designating Party to
7 make such a motion including the required declaration within 21 days (or 14 days, if
8 applicable) shall automatically waive the confidentiality designation for each
9 challenged designation. In addition, the Challenging Party may file a motion
10 challenging a confidentiality designation at any time if there is good cause for doing so,
11 including a challenge to the designation of a deposition transcript or any portions
12 thereof. Any motion brought pursuant to this provision must be accompanied by a
13 competent declaration affirming that the movant has complied with the meet and confer
14 requirements imposed by the preceding paragraph.

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

24 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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26 7.1 Basic Principles. A Receiving Party may use Protected Material that is
27 disclosed or produced by another Party or by a Non-Party in connection with this case
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1 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
2 Material may be disclosed only to the categories of persons and under the conditions
3 described in this Order. When the litigation has been terminated, a Receiving Party
4 must comply with the provisions of section 13 below (FINAL DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at a
6 location and in a secure manner that ensures that access is limited to the persons
7 authorized under this Order.

8 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
9 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
10 may disclose any information or item designated “CONFIDENTIAL” only to:

11 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
12 employees of said Outside Counsel of Record to whom it is reasonably necessary to
13 disclose the information for this litigation and who have signed the “Acknowledgment
14 and Agreement to Be Bound” that is attached hereto as Exhibit A;

15 (b) the officers, directors, and employees (including House Counsel) of the
16 Receiving Party to whom disclosure is reasonably necessary for this litigation and who
17 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (c) Experts (as defined in this Order) of the Receiving Party to whom
19 disclosure is reasonably necessary for this litigation and who have signed the
20 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (d) the court and its personnel;

22 (e) court reporters and their staff, professional jury or trial consultants, mock
23 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this
24 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
25 (Exhibit A);

26 (f) during their depositions, witnesses in the action to whom disclosure is
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1 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be
2 Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the
3 court. Pages of transcribed deposition testimony or exhibits to depositions that reveal
4 Protected Material must be separately bound by the court reporter and may not be
5 disclosed to anyone except as permitted under this Stipulated Protective Order.

6 (g) the author or recipient of a document containing the information or a
7 custodian or other person who otherwise possessed or knew the information.
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9 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
10 OTHER LITIGATION

11 If a Party is served with a subpoena or a court order issued in other litigation that
12 compels disclosure of any information or items designated in this action as
13 “CONFIDENTIAL,” that Party must:

14 (a) promptly notify in writing the Designating Party. Such notification shall
15 include a copy of the subpoena or court order;

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

23 If the Designating Party timely seeks a protective order, the Party served with the
24 subpoena or court order shall not produce any information designated in this action as
25 “CONFIDENTIAL” before a determination by the court from which the subpoena or
26 order issued, unless the Party has obtained the Designating Party’s permission. The
27 Designating Party shall bear the burden and expense of seeking protection in that court
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1 of its confidential material – and nothing in these provisions should be construed as
2 authorizing or encouraging a Receiving Party in this action to disobey a lawful
3 directive from another court.
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5 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
6 IN THIS LITIGATION

7 (a) The terms of this Order are applicable to information produced by a Non-
8 Party in this action and designated as “CONFIDENTIAL.” Such information produced
9 by Non-Parties in connection with this litigation is protected by the remedies and relief
10 provided by this Order. Nothing in these provisions should be construed as prohibiting
11 a Non-Party from seeking additional protections.
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13 (b) In the event that a Party is required, by a valid discovery request, to
14 produce a Non-Party’s confidential information in its possession, and the Party is
15 subject to an agreement with the Non-Party not to produce the Non-Party’s confidential
16 information, then the Party shall:

17 (1) promptly notify in writing the Requesting Party and the Non-Party that
18 some or all of the information requested is subject to a confidentiality agreement with a
19 Non-Party;

20 (2) promptly provide the Non-Party with a copy of the Stipulated
21 Protective Order in this litigation, the relevant discovery request(s), and a reasonably
22 specific description of the information requested; and

23 (3) make the information requested available for inspection by the Non-
24 Party.

25 (c) If the Non-Party fails seek a protective order from this court within 14
26 days of receiving the notice and accompanying information, the Receiving Party may
27 produce the Non-Party’s confidential information responsive to the discovery request.
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1 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
2 any information in its possession or control that is subject to the confidentiality
3 agreement with the Non-Party before a determination by the court. Absent a court
4 order to the contrary, the Non-Party shall bear the burden and expense of seeking
5 protection in this court of its Protected Material.
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7 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

8 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
9 Protected Material to any person or in any circumstance not authorized under this
10 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
11 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
12 all unauthorized copies of the Protected Material, (c) inform the person or persons to
13 whom unauthorized disclosures were made of all the terms of this Order, and (d)
14 request such person or persons to execute the “Acknowledgment and Agreement to Be
15 Bound” that is attached hereto as Exhibit A.
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17 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
18 PROTECTED MATERIAL

19 When a Producing Party gives notice to Receiving Parties that certain
20 inadvertently produced material is subject to a claim of privilege or other protection,
21 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
22 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
23 may be established in an e-discovery order that provides for production without prior
24 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
25 parties reach an agreement on the effect of disclosure of a communication or
26 information covered by the attorney-client privilege or work product protection, the
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1 parties may incorporate their agreement in the stipulated protective order submitted to
2 the court.

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4 12. MISCELLANEOUS

5 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
6 person to seek its modification by the court in the future.

7 12.2 Right to Assert Other Objections. By stipulating to the entry of this
8 Protective Order no Party waives any right it otherwise would have to object to
9 disclosing or producing any information or item on any ground not addressed in this
10 Stipulated Protective Order. Similarly, no Party waives any right to object on any
11 ground to use in evidence of any of the material covered by this Protective Order.

12 12.3 Filing Protected Material. Without written permission from the
13 Designating Party or a court order secured after appropriate notice to all interested
14 persons, a Party may not file in the public record in this action any Protected Material.
15 A Party that seeks to file under seal any Protected Material must comply with Civil
16 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court
17 order authorizing the sealing of the specific Protected Material at issue. Pursuant to
18 Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that
19 the Protected Material at issue is privileged, protectable as a trade secret, or otherwise
20 entitled to protection under the law. If a Receiving Party's request to file Protected
21 Material under seal pursuant to Civil Local Rule 79-5(d) is denied by the court, then the
22 Receiving Party may file the information in the public record pursuant to Civil Local
23 Rule 79-5(e) unless otherwise instructed by the court.
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13. FINAL DISPOSITION

Within 90 days after the final disposition of this action, as defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. 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. 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 copies 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: July 21, 2016

LAW OFFICES OF
STUART E. FAGAN

By: /s/ Stuart E. Fagan
Stuart E. Fagan
Attorneys for Plaintiffs

Dated: July 21, 2016

Proctor & Shyer, LLP

By: /s/ Lisa N. Shyer

Lisa N. Shyer
Attorneys for Defendant
FPI Management, Inc.

1 Dated: July 21, 2016

YEE & BELILOVE, LLP

2
3 By: /s/ Steve R. Belilove

4 Steve R. Belilove
5 Attorneys for Defendant
6 Village at Broad Street Family
7 Housing, L.P.

8 Pursuant to Stipulation, IT IS SO ORDERED.

9 Dated: July 22, 2016

10 / s /
11 Hon. Alka Sagar
12 U.S. Magistrate Judge

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EXHIBIT A

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 Central District of California on _____
[date] in the case of *Meyer v. Village at Broad Street Family Housing, L.P.*, Case No.
2:15-cv-06432-DSF-AS. 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 Stipulated Protective Order to any person or entity except in strict compliance with
the provisions of this Order.

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

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____