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 8 Attorneys for Defendants Charisma in Missions,  
 9 Inc., and Marilynn Kramar, Trustee of the  
 10 Marilynn Kramar Trust

11 UNITED STATES DISTRICT COURT  
 12 FOR THE CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

13 JOHN BROWN UNIVERSITY, an  
 14 Arkansas Non-Profit Corporation;  
 15 CHARLES W. POLLARD, Trustee of  
 16 the John Brown University MMS  
 17 Management Trust; EDWARD E.  
 18 ERICSON III, Trustee of the John Brown  
 19 University MMS Management Trust;  
 20 KIMBERLY M. HADLEY, Trustee of  
 21 the John Brown University MMS  
 22 Management Trust;

23 Plaintiffs,

24 v.

25 MAJOR MARKET STATIONS, INC., a  
 26 California Corporation; CHARISMA IN  
 27 MISSIONS, INC., a California  
 28 Corporation; MARILYNN KRAMAR,  
 individually and as a Trustee of the  
 Marilynn Kramar Trust; ESTHER  
 GARZON, an individual; and E.D. I.  
 MEDIA, INC., a California corporation,

Defendants.

CASE NO.: 15-cv-08890-AB-AGR

Hon. Andre Birotte Jr., Judge

NOTE CHANGES MADE BY THE COURT.

**JOINT STIPULATION FOR  
 PROTECTION OF  
 CONFIDENTIAL INFORMATION**

NOTE CHANGES MADE BY THE COURT.

1 SUBJECT TO THE APPROVAL OF THIS COURT, THE PARTIES  
2 HEREBY STIPULATE TO THE 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" under the terms of this Stipulated Protective Order  
6 (hereinafter "Order"). Confidential information is information which has not been  
7 made public and which concerns or relates to the processes, operations, type or  
8 work, or apparatus, or to the production, sales, shipments, purchases, transfers,  
9 identification of customers and vendors, inventories, amount or source of any  
10 income, profits, losses, or expenditures of any persons, firm, partnership,  
11 corporation, or other organization, the disclosure of which information may have the  
12 effect of causing harm to the competitive position of the person, firm, partnership,  
13 corporation, or to the organization from which the information was obtained.

14 2. By designating a document, thing, material, testimony or other  
15 information derived therefrom as "confidential," under the terms of this order, the  
16 party making the designation is certifying to the court that there is a good faith basis  
17 both in law and in fact for the designation within the meaning of Federal Rule of  
18 Civil Procedure 26(g).

19 3. Confidential documents shall be so designated by stamping copies of  
20 the document produced to a party with the legend "CONFIDENTIAL." Stamping  
21 the legend "CONFIDENTIAL" on the cover of any multipage document shall  
22 designate all pages of the document as confidential, unless otherwise indicated by  
23 the producing party. The multipage document shall be stapled or bound together so  
24 that the first and last page of the multipage document can be ascertained.

25 4. Testimony taken at a deposition, ~~conference, hearing or trial~~ may be  
26 designated as confidential by making a statement to that effect on the record at the  
27 deposition ~~or other proceeding~~. Arrangements shall be made with the court reporter  
28 taking and transcribing such proceeding to separately bind such portions of the

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1 transcript containing information designated as confidential, and to label such  
2 portions appropriately.

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

8 6. Confidential Material produced pursuant to this Order may be disclosed  
9 or made available only to the Court, to counsel for a party (including the paralegal,  
10 clerical, and secretarial staff employed by such counsel), and to the "qualified  
11 persons" designated below:

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

20 7. Prior to receiving any Confidential Material, each "qualified person"  
21 shall be provided with a copy of this Order and shall execute a nondisclosure  
22 agreement in the form of Attachment A hereto, a copy of which shall be provided  
23 forthwith to counsel for each other party and for the parties.

24 8. Depositions shall be taken only in the presence of qualified persons,  
25 <sup>When</sup> ~~provided that~~ Confidential Material is shown, addressed, discussed or referred to  
26 during the deposition.

27 9. The parties may further designate certain discovery material or  
28 testimony of a highly confidential and/or proprietary nature as "CONFIDENTIAL—

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1 ATTORNEY'S EYES ONLY" (hereinafter "Attorney's Eyes Only Material"), in the  
2 manner described in paragraphs 3 and 4 above. Attorney's Eyes Only Material, and  
3 the information contained therein, shall be disclosed only to the Court, to counsel  
4 for the parties (including the paralegal, clerical, and secretarial staff employed by  
5 such counsel), and to the "qualified persons" listed in subparagraphs 6(b) through  
6 (d) above, but shall not be disclosed to a party, or to an officer, director or employee  
7 of a party, unless otherwise agreed or ordered. Additionally, the disclosure of  
8 Attorney's Eyes Only Material to "qualified persons" listed in subparagraph 6(c),  
9 shall only be done after the parties agree to such disclosure in writing or by Court  
10 order. If disclosure of Attorney's Eyes Only Material is made pursuant to this  
11 paragraph, all other provisions in this order with respect to confidentiality shall also  
12 apply.

13 10. Nothing herein shall impose any restrictions on the use or disclosure by  
14 a party of material obtained by such party independent of discovery in this action,  
15 whether or not such material is also obtained through discovery in this action, or  
16 from disclosing its own Confidential Material as it deems appropriate.

17 If Confidential Material, including any portion of a deposition transcript designated  
18 as Confidential or Attorney's Eyes Only, is included in any papers to be filed in  
19 Court, such papers shall be labeled "Confidential—Subject to Court Order" and  
20 filed <sup>with an application to file under seal in compliance with</sup> ~~under seal until further order of this Court.~~ Local Rule 19.5.

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21 11. ~~In the event that any Confidential Material is used in any court~~  
22 ~~proceeding in this action, it shall not lose its confidential status through such use,~~  
23 ~~and the party using such shall take all reasonable steps to maintain its confidentiality~~  
24 ~~during such use.~~

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25 12. This Order shall be without prejudice to the right of the parties (i) to  
26 bring before the Court at any time the question of whether any particular document  
27 or information is confidential or whether its use should be restricted or (ii) to present  
28 a motion to the Court under FRCP 26(c) for a separate protective order as to any

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1 particular document or information, including restrictions differing from those as  
2 specified herein. This Order shall not be deemed to prejudice the parties in any way  
3 in any future application for modification of this Order.

4 13. This Order is entered solely for the purpose of facilitating the exchange  
5 of documents and information between the parties to this action without involving  
6 the Court unnecessarily in the process. Nothing in this Order nor the production of  
7 any information or document under the terms of this Order nor any proceedings  
8 pursuant to this Order shall be deemed to have the effect of an admission or waiver  
9 by either party or of altering the confidentiality or nonconfidentiality of any such  
10 document or information or altering any existing obligation of any party or the  
11 absence thereof.

12 14. This Order shall survive the final termination of this action, to the  
13 extent that the information contained in Confidential Material is not or does not  
14 become known to the public, and the Court shall retain jurisdiction to resolve any  
15 dispute concerning the use of information disclosed hereunder. Upon termination of  
16 this case, counsel for the parties shall assemble and return to each other all  
17 documents, material and deposition transcripts designated as confidential and all  
18 copies of same, or shall certify the destruction thereof.

19 **IT IS SO STIPULATED THAT THE COURT MAY NOW ENTER ITS**  
20 **ORDER CONFIRMING THE ABOVE TERMS AND OBLIGATIONS.**

21 Respectfully submitted,

22  
23 Dated: May 2, 2016

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24 By: William L. Schanz, Esq. /s/  
25 William L. Schanz, Esq.  
26 Counsel for Defendants MAJOR MARKET  
27 STATIONS, INC., MARILYNN KRAMAR  
28 and ESTHER GARZON

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Dated: May 2, 2016

LAW OFFICES OF EARL L. BOHACHEK

By: Earl L. Bohachek /s/  
Earl L. Bohachek, Esq.

CONNER & WINTERS, LLP

By: Vicki Bronson, Esq. /s/  
Vicki Bronson, Esq.  
Attorneys for Plaintiffs JOHN BROWN  
UNIVERSITY, CHARLES W. POLLARD,  
EDWARD E. ERICSON III, and  
KIMBERLY M. HADLEY

Dated: May 2, 2016

LAW OFFICES OF ROGER C. HSU

By: Roger C. Hsu, Esq. /s/  
Roger C. Hsu, Esq.  
Attorneys for Defendant EDI MEDIA, INC.

IT IS SO ORDERED.  
DATED: 5/12/2016  
Alicia Y. Rosenberg  
UNITED STATES MAGISTRATE JUDGE

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Attachment "A"

**CONFIDENTIALITY AGREEMENT**

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3 The undersigned hereby does solemnly swear that he/she is fully familiar with  
4 the terms of the Joint Stipulation and Order for Protection of Confidential  
5 Information entered in the civil action entitled *John Brown University v. Major*  
6 *Market Stations, Inc., et.al.*, pending in the United States District Court for the  
7 Central District for the State of California- Western Division, Case No.: 15-cv-  
8 08890-AB-AGR., and hereby agrees to comply with and be bound by the terms and  
9 conditions of said Order unless and until modified by further order of the Court.  
10 The undersigned hereby consents to the jurisdiction of United States District Court  
11 for the Central District for the State of California for purposes of enforcing this  
12 Order.

13  
14 Dated: \_\_\_\_\_, 2016

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)