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6 Attorneys for Defendants,
 AIMCO PARK LA BREA HOLDINGS, LLC;
 7 OP PROPERTY MANAGEMENT, LP;
 AIMCO RESIDENTIAL GROUP OF CALIFORNIA, INC.;
 8 AIMCO PARK LA BREA SERVICES, LLC;
 LA PARK LA BREA A, LLC
 9

10 UNITED STATES DISTRICT COURT
 11 CENTRAL DISTRICT OF CALIFORNIA
 12

13	NORMAN YATOOMA,)	Case No.: 2:16-cv-03264-JFW-KS
)	
14	Plaintiff,)	STIPULATION AND PROTECTIVE
)	ORDER RE: CONFIDENTIALITY
15	vs.)	
)	
16	AIMCO PARK LA BREA)	Department: 7A
	HOLDINGS, LLC, OP PROPERTY)	
17	MANAGEMENT, LP; AIMCO)	
	RESIDENTIAL GROUP OF)	
18	CALIFORNIA, INC.; AIMCO PARK)	
	LA BREA SERVICES, LLC; LA)	
19	PARK LA BREA A, LLC)	
)	
20	Defendant(s).)	
)	

21
 22
 23
 24 **Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure and based on**
 25 **the parties’ Stipulation and Protective Order Re: Confidentiality (“Stipulation”)**
 26 **filed on February 8, 2017, the terms of the protective order to which the parties**
 27 **have agreed are adopted as a protective order of this Court (which generally shall**
 28 **govern the pretrial phase of this action) except to the extent, as set forth below, that**

1 those terms have been modified by the Court’s amendment of paragraphs 3(e), 4, 8,
2 11, 17, 18, 19, 20 and 22 of the Stipulation.

3
4 **AGREED TERMS OF THE PROTECTIVE ORDER AS ADOPTED AND**
5 **MODIFIED BY THE COURT**¹
6

7 In order to prevent public disclosure of information and the dissemination of trade
8 secrets, other confidential research and development and/or commercial information,
9 and/or proprietary information which may result in irreparable harm or injury to the
10 Defendants AIMCO PARK LA BREA HOLDINGS, LLC, OP PROPERTY
11 MANAGEMENT, LP; AIMCO RESIDENTIAL GROUP OF CALIFORNIA, INC.;
12 AIMCO PARK LA BREA SERVICES, LLC; LA PARK LA BREA A, LLC
13 (collectively, "AIMCO"); and to prevent public disclosure of information relating to an
14 insurance claim for his home in Michigan for which disclosure may result in annoyance
15 or irreparable harm or injury to Plaintiff, Norman Yatooma (“Plaintiff”).
16

17 THE PARTIES HERETO, AND THEIR RESPECTIVE COUNSEL, HEREBY
18 STIPULATE AND AGREE that the following provisions shall apply to all pleadings and
19 deposition transcripts in this litigation, and all discovery documents, including
20 depositions and evidentiary documents exchanged between the parties and their
21 respective counsel or other agents/representatives/employees or otherwise used or
22 exchanged in connection with this litigation (including attorney work product):

23 1. CONFIDENTIAL INFORMATION (as hereinafter defined) SHALL NOT BE
24 DISCLOSED TO ANYONE OTHER THAN TO A QUALIFIED PERSON (as
25 hereinafter defined), SHALL BE HELD IN CONFIDENCE BY ANY PERSON TO
26

27
28 ¹ The Court’s additions to the agreed terms of the Protective Order are generally indicated in bold
typeface, and the Court’s deletions are indicated by lines through the text being deleted.

1 WHOM IT IS DISCLOSED, AND SHALL BE USED SOLELY IN PREPARATION
2 FOR AND IN CONNECTION WITH ANY SETTLEMENT MEETINGS, HEARINGS
3 AND TRIAL IN THIS ACTION.

4
5 **Confidential Information**

6 2. The term "Confidential Information" shall mean any business information of
7 every nature, type, and description, relating to the business of AIMCO, including but not
8 limited to information pertaining to any and all trade secrets, confidential research and
9 development, operational manuals or practices, commercial information, proprietary
10 information, which is not publicly known or which cannot be ascertained from an
11 inspection of publicly available documents or materials, whether such information is in
12 documentary or oral form, and any information that is designated by AIMCO (or third
13 party) producing the information as being "Confidential" by AIMCO (or third party) at
14 the time of its production or use, whether the production be made voluntarily or
15 otherwise, which includes but is not limited to training manuals and anything designated
16 "Confidential Business Information" during discovery. The term "Confidential
17 Information" shall also include any information relating to Plaintiff's insurance claim for
18 his home in Michigan, including but not limited to information pertaining to the basis of
19 Plaintiff's insurance claim, the status of the insurance claim, or any compensation
20 received or pursued from the insurance claim, which is not publicly known or which
21 cannot be ascertained from an inspection of publicly available documents or materials,
22 whether such information is in documentary or oral form, and any information that is
23 designated by Plaintiff (or third party) producing the information as being "Confidential"
24 by Plaintiff (or third party) at the time of its production or use, whether the production be
25 made voluntarily or otherwise during discovery.

26 **Qualified Person**

- 27 3. The term "Qualified Person" shall mean:
28 a. Plaintiff;

1 "Confidential" notation shall be placed on at least the first page of a multi-page
2 document. Such notation need not be placed on the original document made available for
3 inspection, but may instead be placed upon copies produced or exchanged. All copies
4 made of writing so designated shall also constitute Confidential Information subject to
5 the terms of this Stipulation and Protective Order. **The parties acknowledge that this
6 Order does not confer blanket protections on all disclosures or responses to
7 discovery and that the protection it affords from public disclosure and use extends
8 only to the limited information or items that are entitled to confidential treatment
9 under the applicable legal principles. The parties further acknowledge that this
10 Stipulated Protective Order does not entitle them to file confidential information
11 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed
12 and the standards that will be applied when a party seeks permission from the
13 Court to file material under seal.**

14 5. The designation of information as Confidential Information pursuant to this
15 Stipulation and Protective Order, shall not be construed as a concession by any other
16 party that such information is relevant or material to any issue. Nothing in this
17 Stipulation and Protective Order shall preclude or limit counsel for either party's use of
18 Confidential Information as defined herein, in any Court hearing or proceeding, whether
19 evidentiary or otherwise, in this action.

20 **Deposition Transcripts, Audio Recordings and Video Recordings**

21 6. All deposition transcripts, whether rough or final, resulting from depositions
22 taken in the action which contain Confidential Information shall bear the following
23 prominent and conspicuous legend on the cover of each volume of said deposition
24 transcript:

25 THIS TRANSCRIPT CONTAINS CONFIDENTIAL INFORMATION
26 SUBJECT TO A PROTECTIVE ORDER ISSUED BY THE UNITED
27 STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA.
28 UNAUTHORIZED ACCESS TO, USE OF, OR DISCLOSURE OF SUCH

1 CONFIDENTIAL INFORMATION IS A VIOLATION OF COURT
2 ORDER. A COPY OF SUCH ORDER IS CONTIANED HEREIN.
3

4 Each such deposition transcript shall also contain a copy of this Stipulation and
5 Protective Order immediately following the cover page.

6 7. All audio or video recordings in any form or format and transcripts of any
7 depositions of the parties, or either of them, or of any third party, shall be returned to the
8 party who caused the taking of such deposition, at the conclusion of this case (unless
9 otherwise agreed to by the parties). The original of the audio or video depositions and
10 transcripts shall be held by counsel for the party taking the depositions, and a copy shall
11 be made by a videographer and delivered to counsel for the witness. Neither the court
12 reporting service nor the videographer shall retain copies of any depositions, audio or
13 video recordings. If used in trial, depositions, audio and video recordings shall be
14 returned to the party who caused the taking of such deposition after the final judgment on
15 all issues, and not be made a part of the permanent Court record as an Exhibit, or
16 otherwise. The audio recordings, video recordings or transcripts of any deposition shall
17 not be disseminated or broadcast in any manner by either party or their agents or the
18 videographer or the court reporter or other agents of any court reporting service company,
19 or any language translator, all of whom shall be subject to comply with the terms of this
20 Stipulation and Protective Order. Any video shall have affixed to its exterior the
21 following legend:

22 THIS VIDEO (OR AUDIO) RECORDING CONTAINS CONFIDENTIAL
23 INFORMATION SUBJECT TO A PROTECTIVE ORDER ISSUED BY
24 THE UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF
25 CALIFORNIA. UNAUTHORIZED ACCESS TO, USE OF, OR
26 DISCLOSURE OF SUCH CONFIDENTIAL INFORMATION IS A
27 VIOLATION OF COURT ORDER.
28

1 8. Counsel for each party will be allowed to make copies of the deposition
2 transcripts, audio recordings or video recordings of the deposition in this matter ~~in this~~
3 ~~matter~~. However, counsel will not release or disseminate the subject transcript, audio
4 recording or video recordings to anyone other than Qualified Persons, and then only after
5 such persons have been given a copy of this Stipulation and Protective Order and have
6 been specifically advised that the Confidential Information so disclosed or communicated
7 may not be used or disclosed other than in strict compliance with this Stipulation and
8 Protective Order, and after such Qualified Person executed a declaration of Compliance
9 (in the form attached as Exhibit "A") stating that he or she has read and understands the
10 Stipulation and Protective Order and agrees to be bound by its terms which Declarations
11 shall be served upon the other party to this action forthwith.

12
13 **Non-Disclosure of Confidential Information**

14 9. Plaintiff, AIMCO, and their respective counsel, and any Qualified Person
15 executing a Declaration of Compliance, specifically represent and warrant that they will
16 not disclose, disseminate or communicate any Confidential Information to the media,
17 which shall include, but not be limited to, any form of magazines, newspapers, tabloids,
18 books, reporters, writers, producers, television, radio, internet, cyberspace
19 communication and any other form of the media or any other person who is not deemed
20 to be Qualified Person under this order.

21 10. The parties and counsel agree that they shall take all reasonable measures to
22 protect the secrecy of and avoid disclosure or use of Confidential Information as defined
23 herein in order to prevent it from falling into the public domain or the possession of
24 persons other than those persons authorized under this Stipulated Protective Order to
25 have or come into contact with any of such Confidential Information. Such reasonable
26 measures shall include, but not be limited to, the same degree of care that a party or
27 counsel utilizes to protect his/her own Confidential Information of a similar nature, which
28 shall be no less than reasonable care. The parties and counsel agree to notify each other

1 in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure
2 of Confidential Information which may come to the party or counsel's attention.

3 ~~11. In the event that any Confidential Information is used in any hearing or~~
4 ~~proceeding in this action, it shall not lose its confidential status through such use, and the~~
5 ~~party using same shall take all reasonable steps to maintain its confidentiality during such~~
6 ~~use.~~ **Any use of Confidential Information at trial shall be governed by the orders of**
7 **the trial judge. This Order does not govern the use of Confidential Information at**
8 **trial. Even after final disposition of this litigation, the confidentiality obligations**
9 **imposed by this Order shall remain in effect until a designating party agrees**
10 **otherwise in writing or a court order otherwise directs. Final disposition shall be**
11 **deemed to be the later of (1) dismissal of all claims and defenses in this action, with**
12 **or without prejudice; and (2) final judgment herein after the completion and**
13 **exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,**
14 **including the time limits for filing any motions or applications for extension of time**
15 **pursuant to applicable law. Nothing in this Protective Order should be construed as**
16 **authorizing a Receiving Party in this action to disobey a lawful directive from**
17 **another court.**

18 12. Confidential Information may also be produced to the following and for the
19 following purposes, subject to paragraph 11 above:

- 20 a. The Court and necessary Court personnel;
- 21 b. Outside photocopying, data processing or graphic production services
22 employed by the parties to this action or their respective counsel to assist in this
23 litigation; and
- 24 c. Court reporters and videographers transcribing or videoing depositions or
25 testimony in this action.

26 13. Any documents or tangible things designated as Confidential Information that
27 are identified as an exhibit in connection with testimony given in any proceeding
28 associated with the above entitled action shall be marked with the label "Confidential
Information," and any testimony concerning the document or thing shall also be

1 considered Confidential Information and shall be subject to the terms of this Stipulated
2 Protective Order.

3
4 **Return of Materials**

5 14. On final disposition of the above-entitled action, counsel for either party and
6 those persons to whom Confidential Information was released having possession, custody
7 or control of Confidential Information shall promptly return all original documents and
8 tangible items covered by this Order to counsel for the owning party. Counsel for either
9 party and those persons to whom Confidential Information was released under this
10 agreement may retain copies, transcripts, notes and extracts containing Confidential
11 Information, as may be required by statute or ethical standards, which shall be kept in a
12 safe and secure place and not in files open to public inspection until the required time for
13 retention has lapsed. After the required time for retention has lapsed, the Confidential
14 Information shall be destroyed. The parties, counsel for either party and those persons to
15 whom Confidential Information was released under this agreement shall remain subject
16 to the provisions in this agreement.

17 **Counterpart Signatures; Facsimile Signatures**

18 15. This Stipulated Protective Order may be executed in two (2) or more
19 counterparts, each of which shall be deemed an original and all of which together shall
20 constitute one instrument. The parties shall be entitled to rely on delivery by facsimile
21 machine of an executed copy of this Stipulated Protective Order and such facsimile copy
22 shall be effective to create a valid and binding Stipulated Protective Order among the
23 parties in accordance with the terms herein.

24
25 **Admissibility**

26 16. Nothing in this Stipulated Protective Order affects in any way the admissibility
27 of any documents, testimony, or other evidence at trial or restricts the use of information
28 from sources other than discovery conducted under the terms of this Stipulated Protective

1 Order. Counsel shall confer with the Court to develop appropriate trial procedures to
2 avoid public disclosure of Confidential Information.

3
4 **Inadvertent Disclosure**

5 17. If any Confidential Information in the form of records, writings, statements,
6 documents and/or materials of any kind ("Material") is inadvertently provided to a
7 Discovering (or "receiving") Party without being marked as CONFIDENTIAL in
8 accordance with this Order, the failure to so mark the Material shall not be deemed a
9 waiver of its confidentiality. **When a Producing Party gives notice to receiving**
10 **parties that certain inadvertently produced material is subject to a claim of privilege**
11 **or other protection, the obligations of the receiving parties are those set forth in**
12 **Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to**
13 **modify whatever procedure may be established in an e-discovery order that**
14 **provides for production without prior privilege review. Pursuant to Federal Rule of**
15 **Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of**
16 **disclosure of a communication or information covered by the attorney-client**
17 **privilege or work product protection, the parties may incorporate their agreement**
18 **in the stipulated protective order submitted to the court.** Until the Producing Party
19 designates said Material as CONFIDENTIAL, the discovering party shall be entitled to
20 treat it as non-confidential. When the Material is designated as confidential, the
21 Discovering Party shall take prompt steps to assure that the Material is marked as
22 CONFIDENTIAL or return to the Producing Party for confidential designation pursuant
23 to this Order.

24 18. If any Material subject to any privilege or legal prohibition against disclosure is
25 inadvertently provided to a Discovering Party, the fact of disclosure shall not constitute a
26 waiver of the applicable privilege or legal prohibition against disclosure. Upon
27 notification by a Producing Party that Material subject to a privilege or legal prohibition
28 against disclosure has been provided inadvertently, the Discovering Party shall either (1)
immediately return the Material, including any copies of the Material, to the Producing

1 Party, and shall destroy any notes or work product concerning the Material; or (2) if the
2 Discovering Party disagrees with the Producing Party's claim, **the challenging party**
3 **shall initiate the dispute resolution process under Local Rule 37.1 et seq. before** the
4 dispute ~~shall be~~ is submitted to the Court, or a referee designated by the Court, for its
5 resolution. ~~before the Discovering Party uses the Material.~~ **Unless the designating**
6 **party has waived or withdrawn the confidentiality designation, all parties shall**
7 **continue to afford the material in question the level of protection to which it is**
8 **entitled under the Producing Party's designation until the Court rules on the**
9 **challenge.** In any such dispute, the ~~party seeking return of the Material~~ **Designating**
10 **Party** shall have the burden of making the motion to establish entitlement to return of the
11 Material.

12 Further Protection and Relief

14 19. The terms of this Stipulation and Protective Order shall not affect the right of
15 any persons or party to seek whatever further protection, relief or remedies are available
16 under applicable Federal ~~or California~~ law, or to seek appropriate amendments to this
17 Stipulation and Order as dictated by the experience of the parties in operating under its
18 terms or for good cause shown. The terms of this Stipulation and Protective Order shall
19 not affect the ability of either party to request the Court to determine whether or not any
20 certain document(s) be deemed Confidential Information.

21 Binding on the Parties

22 20. This Stipulation and Protective Order shall survive as the parties' agreement.
23 ~~and is not dependent on a Court's order for its approval.~~ This Stipulation and Protective
24 Order shall be binding on the parties and all Qualified Personas as if a Court order was in
25 place.

26 21. An order may be based on this Stipulation without further notice or hearing.

27 **22. A party that seeks to file under seal any protected material must comply**
28 **with Civil Local Rule 79-5. Protected material may only be filed under seal pursuant**

1 to a court order authorizing the sealing of the specific protected material at issue. If
2 a party's request to file protected material under seal is denied by the Court, then
3 the receiving party may file the information in the public record unless otherwise
4 instructed by the Court.

5
6 **IT IS SO ORDERED.**

7
8 DATED: February 13, 2017



9
10 **KAREN L. STEVENSON**
11 **UNITED STATES MAGISTRATE JUDGE**
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1 **EXHIBIT "A"**

2 **DECLARATION OF COMPLIANCE WITH AND CONSENT TO BE BOUND BY**
3 **CONFIDENTIALITY STIPULATION AND PROTECTIVE ORDER**

4 I, _____, declare as
5 follows:

6 1. I understand that information deemed confidential and proprietary is going to be
7 provided to me pursuant to the terms and restrictions of a STIPULATION AND
8 PROTECTIVE ORDER RE: CONFIDENTIALITY dated _____,
9 in the matter of NORMAN YATOOMA v. AIMCO PARK LA BREA HOLDINGS,
10 LLC, et al., District Court of California, Central District of California, Case No. 2:16-cv-
11 03264-JFW-KS.

12 2. I have received and read a copy of the STIPULATION AND PROTECTIVE
13 ORDERS RE: CONFIDENTIALITY. I acknowledge that I understand the content of the
14 STIPULATION AND PROTECTIVE ORDER RE: CONFIDENTIALITY, and prior to
15 signing this Declaration, have had the opportunity to have its legal effect explained to me
16 by counsel of my own choosing. I agree to be bound by its terms and restrictions and to
17 not reveal or otherwise communicate any of the information disclosed to me in
18 connection with the Action except in accordance with the terms of the STIPULATION
19 AND PROTECTIVE ORDER RE: CONFIDENTIALITY. I consent to personal
20 jurisdiction over me by the United States District Court, Central District of California for
21 purposes of enforcing the STIPULATION AND PROTECTIVE ORDER RE:
22 CONFIDENTIALITY.

23 I declare under penalty of perjury, under the laws of the United States of America
24 and State of California, that the foregoing is true and correct.

25 Executed this _____ day of _____, 20__ at
26 _____, California.

27 _____

28 By: _____