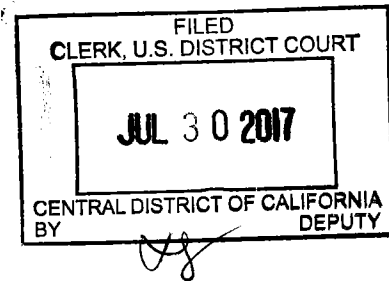


CHANCELA AL-MANSOUR (SBN 164042)
 AZADEH HOSSEINIAN (SBN 306141)
 ahosseinian@housingrightscenter.org
 3255 Wilshire Boulevard, Suite 1150
 Los Angeles, CA 90010
 Tel.: (213) 387-8400 x1114 / Fax: (213) 381-8555



ATTORNEYS FOR PLAINTIFF

IN THE UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

JESUS GUTIERREZ, an individual,	)	Case No.: 2:17-CV-01906-CAS-E
)	
Plaintiff,	)	Assigned to Courtroom: 750
	)	The Hon. Charles F. Eick
vs.)	
	)	STIPULATED PROTECTIVE
TERESA GONZALEZ, an individual, and	)	ORDER [Discovery Document:
SCOTT A. BURKLE, an individual,	)	Referred to Magistrate Judge
	)	Charles F. Eick]
Defendant(s).)	
	)	Action Commenced: 03/09/2017
	)	Trial Date: Not Set
	)	Discovery Cut-Off: Not Set
	)	Law & Motion Cut-Off: Not Set

1. A. PURPOSES AND LIMITATIONS

As the parties have represented that discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted, this Court enters the following Protective Order. This Order does not confer blanket protections on all disclosures or responses to discovery. The protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential

1 treatment under the applicable legal principles. Further, as set forth in Section 12.3,
2 below, this Protective Order does not entitle the parties to file confidential
3 information under seal. Rather, when the parties seek permission from the court to
4 file material under seal, the parties must comply with Civil Local Rule 79-5 and
5 with any pertinent orders of the assigned District Judge and Magistrate Judge,
6 including any procedures adopted under the Pilot Project for the Electronic
7 Submission and Filing of Under Seal Documents.

8 B. GOOD CAUSE STATEMENT

9 Southern California Housing Rights Center (“HRC”), counsel for Plaintiff,
10 contends that information regarding the investigative techniques used by the HRC
11 staff and information relating to any investigation carried out by the HRC is
12 confidential and the public disclosure of such information would jeopardize
13 ongoing and future testing of other property owners’ practices in the County of Los
14 Angeles, and would tax the limited resources of the HRC by requiring it to
15 continually find and use new anonymous testers and new investigative techniques.
16 *See Shammouh v. Karp*, 1996 U.S. Dist. LEXIS 16334 (E.D. Pa. Nov. 5, 1996)
17 (holding good cause exists to treat information regarding the identities of testers
18 and investigative techniques as confidential).

19 Moreover, this action is likely to involve information pertaining to the
20 ownership or operation of the subject property, as well as the financial and
21 personal information pertaining to tenants, employees, independent contractors
22 associated with the management of the subject property, or information otherwise
23 generally unavailable to the public, or which may be privileged or otherwise
24 protected from disclosure under state or federal statutes, court rules, case decisions,
25 or common law.

26 Therefore, in light of the nature of the claims and allegations in this case and
27 the parties’ representations that discovery in this case will involve the production
28 of confidential records, and in order to expedite the flow of information, to

1 facilitate the prompt resolution of disputes over confidentiality of discovery
2 materials, to adequately protect information the parties are entitled to keep
3 confidential, to ensure that the parties are permitted reasonable necessary uses of
4 such material in connection with this action, to address their handling of such
5 material at the end of the litigation, and to serve the ends of justice, a protective
6 order for such information is justified in this matter. The parties shall not
7 designate any information/documents as confidential without a good faith belief
8 that such information/documents have been maintained in a confidential, non-
9 public manner, and that there is good cause or a compelling reason why it should
10 not be part of the public record of this case.

11 **2. DEFINITIONS**

12 **2.1 Action:** The instant action: 2:17-CV-01906-CAS-E

13 **2.2 Challenging Party:** a Party or Non-Party that challenges the
14 designation of information or items under this Order.

15 **2.3 "CONFIDENTIAL" Information or Items:** information (regardless of
16 how it is generated, stored or maintained) or tangible things that qualify for
17 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
18 the Good Cause Statement.

19 **2.4 Counsel:** Outside Counsel of Record and House Counsel (as well as
20 their support staff).

21 **2.5 Designating Party:** a Party or Non-Party that designates information or
22 items that it produces in disclosures or in responses to discovery as
23 "CONFIDENTIAL."

24 **2.6 Disclosure or Discovery Material:** all items or information, regardless
25 of the medium or manner in which it is generated, stored, or maintained (including,
26 among other things, testimony, transcripts, and tangible things), that are produced
27 or generated in disclosures or responses to discovery in this matter.
28

1 2.7 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve
3 as an expert witness or as a consultant in this Action.

4 2.8 House Counsel: attorneys who are employees of a party to this Action.
5 House Counsel does not include Outside Counsel of Record or any other outside
6 counsel.

7 2.9 Non-Party: any natural person, partnership, corporation, association,
8 or other legal entity not named as a Party to this action.

9 2.10 Outside Counsel of Record: attorneys who are not employees of a
10 party to this Action but are retained to represent or advise a party to this Action
11 and have appeared in this Action on behalf of that party or are affiliated with a law
12 firm which has appeared on behalf of that party, and includes support staff.

13 2.11 Party: any party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and their
15 support staffs).

16 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action.

18 2.13 Professional Vendors: persons or entities that provide litigation
19 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)
21 and their employees and subcontractors.

22 2.14 Protected Material: any Disclosure or Discovery Material that is
23 designated as "CONFIDENTIAL."

24 2.15 Receiving Party: a Party that receives Disclosure or Discovery
25 Material from a Producing Party.

26 3. SCOPE

27 The protections conferred by this Order cover not only Protected Material
28 (as defined above), but also (1) any information copied or extracted from Protected

1 Material; (2) all copies, excerpts, summaries, or compilations of Protected
2 Material; and (3) any deposition testimony, conversations, or presentations by
3 Parties or their Counsel that might reveal Protected Material, other than during a
4 court hearing or at trial.

5 Any use of Protected Material during a court hearing or at trial shall be
6 governed by the orders of the presiding judge. This Order does not govern the use
7 of Protected Material during a court hearing or at trial.

8 4. DURATION

9 Even after final disposition of this litigation, the confidentiality obligations
10 imposed by this Order shall remain in effect until a Designating Party agrees
11 otherwise in writing or a court order otherwise directs. Final disposition shall be
12 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
13 with or without prejudice; and (2) final judgment herein after the completion and
14 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
15 including the time limits for filing any motions or applications for extension of
16 time pursuant to applicable law.

17 5. DESIGNATING PROTECTED MATERIAL

18 5.1 Exercise of Restraint and Care in Designating Material for Protection.

19 Each Party or Non-Party that designates information or items for protection under
20 this Order must take care to limit any such designation to specific material that
21 qualifies under the appropriate standards. The Designating Party must designate
22 for protection only those parts of material, documents, items, or oral or written
23 communications that qualify so that other portions of the material, documents,
24 items, or communications for which protection is not warranted are not swept
25 unjustifiably within the ambit of this Order.

26 Mass, indiscriminate, or routinized designations are prohibited.
27 Designations that are shown to be clearly unjustified or that have been made for an
28 improper purpose (e.g., to unnecessarily encumber the case development process

1 or to impose unnecessary expenses and burdens on other parties) may expose the
2 Designating Party to sanctions.

3 If it comes to a Designating Party's attention that information or items that it
4 designated for protection do not qualify for protection, that Designating Party must
5 promptly notify all other Parties that it is withdrawing the inapplicable designation.

6 5.2 Manner and Timing of Designations. Except as otherwise provided in
7 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
8 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
9 under this Order must be clearly so designated before the material is disclosed or
10 produced.

11 Designation in conformity with this Order requires:

12 (a) for information in documentary form (e.g., paper or electronic
13 documents, but excluding transcripts of depositions), that the Producing Party affix
14 at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL
15 legend"), to each page that contains protected material. If only a portion or
16 portions of the material on a page qualifies for protection, the Producing Party also
17 must clearly identify the protected portion(s) (e.g., by making appropriate
18 markings in the margins).

19 A Party or Non-Party that makes original documents available for inspection
20 need not designate them for protection until after the inspecting Party has indicated
21 which documents it would like copied and produced. During the inspection and
22 before the designation, all of the material made available for inspection shall be
23 deemed "CONFIDENTIAL." After the inspecting Party has identified the
24 documents it wants copied and produced, the Producing Party must determine
25 which documents, or portions thereof, qualify for protection under this Order.
26 Then, before producing the specified documents, the Producing Party must affix
27 the "CONFIDENTIAL legend" to each page that contains Protected Material. If
28 only a portion or portions of the material on a page qualifies for protection, the

1 Producing Party also must clearly identify the protected portion(s) (e.g., by making
2 appropriate markings in the margins).

3 (b) for testimony given in depositions that the Designating Party
4 identifies on the record, before the close of the deposition as protected testimony.

5 (c) for information produced in some form other than documentary and
6 for any other tangible items, that the Producing Party affix in a prominent place on
7 the exterior of the container or containers in which the information is stored the
8 legend "CONFIDENTIAL." If only a portion or portions of the information
9 warrants protection, the Producing Party, to the extent practicable, shall identify
10 the protected portion(s).

11 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
12 failure to designate qualified information or items does not, standing alone, waive
13 the Designating Party's right to secure protection under this Order for such
14 material. Upon timely correction of a designation, the Receiving Party must make
15 reasonable efforts to assure that the material is treated in accordance with the
16 provisions of this Order.

17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
19 designation of confidentiality at any time that is consistent with the Court's
20 Scheduling Order.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
22 resolution process under Local Rule 37-1 et seq.

23 6.3 The burden of persuasion in any such challenge proceeding shall be
24 on the Designating Party. Frivolous challenges, and those made for an improper
25 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
26 parties) may expose the Challenging Party to sanctions. Unless the Designating
27 Party has waived or withdrawn the confidentiality designation, all parties shall
28 continue to afford the material in question the level of protection to which it is

1 entitled under the Producing Party's designation until the Court rules on the
2 challenge.

3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

4 7.1 Basic Principles. A Receiving Party may use Protected Material that is
5 disclosed or produced by another Party or by a Non-Party in connection with this
6 Action only for prosecuting, defending, or attempting to settle this Action. Such
7 Protected Material may be disclosed only to the categories of persons and under
8 the conditions described in this Order. When the Action has been terminated, a
9 Receiving Party must comply with the provisions of Section 13 below.

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

13 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
14 otherwise ordered by the court or permitted in writing by the Designating Party, a
15 Receiving Party may disclose any information or item designated
16 "CONFIDENTIAL" only to:

17 (a) the Receiving Party's Outside Counsel of Record in this Action, as
18 well as employees of said Outside Counsel of Record to whom it is reasonably
19 necessary to disclose the information for this Action;

20 (b) the officers, directors, and employees (including House Counsel) of
21 the Receiving Party to whom disclosure is reasonably necessary for this Action;

22 (c) Experts (as defined in this Order) of the Receiving Party to whom
23 disclosure is reasonably necessary for this Action and who have signed the
24 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

25 (d) the court and its personnel;

26 (e) court reporters and their staff;

1 (f) professional jury or trial consultants, mock jurors, and Professional
2 Vendors to whom disclosure is reasonably necessary for this Action and who have
3 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (g) the author or recipient of a document containing the information or a
5 custodian or other person who otherwise possessed or knew the information;

6 (h) during their depositions, witnesses, and attorneys for witnesses, in the
7 Action to whom disclosure is reasonably necessary provided: (1) the deposing
8 party requests that the witness sign the “Acknowledgment and Agreement to Be
9 Bound” form attached as Exhibit A hereto; and (2) they will not be permitted to
10 keep any confidential information unless they sign the “Acknowledgment and
11 Agreement to Be Bound” attached as Exhibit A, unless otherwise agreed by the
12 Designating Party or ordered by the court. Pages of transcribed deposition
13 testimony or exhibits to depositions that reveal Protected Material may be
14 separately bound by the court reporter and may not be disclosed to anyone except
15 as permitted under this Protective Order; and

16 (i) any mediator or settlement officer, and their supporting personnel,
17 mutually agreed upon by any of the parties engaged in settlement discussions.

18 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
19 IN OTHER LITIGATION

20 If a Party is served with a subpoena or a court order issued in other litigation
21 that compels disclosure of any information or items designated in this Action as
22 “CONFIDENTIAL,” that Party must:

23 (a) promptly notify in writing the Designating Party. Such notification
24 shall include a copy of the subpoena or court order unless prohibited by law;

25 (b) promptly notify in writing the party who caused the subpoena or order
26 to issue in the other litigation that some or all of the material covered by the
27 subpoena or order is subject to this Protective Order. Such notification shall
28 include a copy of this Protective Order; and

1 (c) cooperate with respect to all reasonable procedures sought to be
2 pursued by the Designating Party whose Protected Material may be affected.

3 If the Designating Party timely seeks a protective order, the Party served
4 with the subpoena or court order shall not produce any information designated in
5 this action as "CONFIDENTIAL" before a determination by the court from which
6 the subpoena or order issued, unless the Party has obtained the Designating Party's
7 permission, or unless otherwise required by the law or court order. The
8 Designating Party shall bear the burden and expense of seeking protection in that
9 court of its confidential material and nothing in these provisions should be
10 construed as authorizing or encouraging a Receiving Party in this Action to
11 disobey a lawful directive from another court.

12 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
13 PRODUCED IN THIS LITIGATION

14 (a) The terms of this Order are applicable to information produced by a
15 Non-Party in this Action and designated as "CONFIDENTIAL." Such information
16 produced by Non-Parties in connection with this litigation is protected by the
17 remedies and relief provided by this Order. Nothing in these provisions should be
18 construed as prohibiting a Non-Party from seeking additional protections.

19 (b) In the event that a Party is required, by a valid discovery request, to
20 produce a Non-Party's confidential information in its possession, and the Party is
21 subject to an agreement with the Non-Party not to produce the Non-Party's
22 confidential information, then the Party shall:

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

26 (2) promptly provide the Non-Party with a copy of the Protective
27 Order in this Action, the relevant discovery request(s), and a reasonably specific
28 description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If a Non-Party represented by counsel fails to commence the process called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the notice and accompanying information or fails contemporaneously to notify the Receiving Party that it has done so, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If an unrepresented Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court unless otherwise required by the law or court order. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

1 When a Producing Party gives notice to Receiving Parties that certain
2 inadvertently produced material is subject to a claim of privilege or other
3 protection, the obligations of the Receiving Parties are those set forth in Federal
4 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
5 whatever procedure may be established in an e-discovery order that provides for
6 production without prior privilege review. Pursuant to Federal Rule of Evidence
7 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
8 of a communication or information covered by the attorney-client privilege or
9 work product protection, the parties may incorporate their agreement into this
10 Protective Order.

11 12. MISCELLANEOUS

12 12.1 Right to Further Relief. Nothing in this Order abridges the right of
13 any person to seek its modification by the Court in the future.

14 12.2 Right to Assert Other Objections. No Party waives any right it
15 otherwise would have to object to disclosing or producing any information or item
16 on any ground not addressed in this Protective Order. Similarly, no Party waives
17 any right to object on any ground to use in evidence of any of the material covered
18 by this Protective Order.

19 12.3 Filing Protected Material. A Party that seeks to file under seal any
20 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent
21 orders of the assigned District Judge and Magistrate Judge, including any
22 procedures adopted under the Pilot Project for the Electronic Submission and
23 Filing of Under Seal Documents. Protected Material may only be filed under seal
24 pursuant to a court order authorizing the sealing of the specific Protected Material
25 at issue. If a Party's request to file Protected Material under seal is denied by the
26 court, then the Receiving Party may file the information in the public record unless
27 otherwise instructed by the court.

28 13. FINAL DISPOSITION

1 After the final disposition of this Action, as defined in Section 4, within 60
 2 days of a written request by the Designating Party, each Receiving Party must
 3 return all Protected Material to the Producing Party or destroy such material. As
 4 used in this subdivision, "all Protected Material" includes all copies, abstracts,
 5 compilations, summaries, and any other format reproducing or capturing any of the
 6 Protected Material. Whether the Protected Material is returned or destroyed, the
 7 Receiving Party must submit a written certification to the Producing Party (and, if
 8 not the same person or entity, to the Designating Party) by the 60 day deadline that
 9 (1) identifies (by category, where appropriate) all the Protected Material that was
 10 returned or destroyed and (2) affirms that the Receiving Party has not retained any
 11 copies, abstracts, compilations, summaries or any other format reproducing or
 12 capturing any of the Protected Material. Notwithstanding this provision, Counsel
 13 are entitled to retain an archival copy of all pleadings, motion papers, trial,
 14 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
 15 and trial exhibits, expert reports, attorney work product, and consultant and expert
 16 work product, even if such materials contain Protected Material. Any such
 17 archival copies that contain or constitute Protected Material remain subject to this
 18 Protective Order as set forth in Section 4.

19 14. Any violation of this Order may be punished by any and all appropriate
 20 measures including, without limitation, contempt proceedings and/or monetary
 21 sanctions.

22 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

23
 24 DATED 07/28/2017

25
 26 
 27
 28 AZADEH HOSSEINIAN
 Attorney for Plaintiffs

1
2 DATED _____
3
4

5 SPEROS MANIATES
6 Attorneys for Defendant Teresa Gonzalez
7

8 DATED 7/24/2017
9
10 
11

12 SCOTT BURKLE
13 In Pro Per

14 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
15

16 DATED:
17
18

19 Honorable Charles G. Eick
20 United States Magistrate Judge
21
22
23
24
25
26
27
28

1
2 DATED

7-28-17

3
4
5 SPEROS MANIATES
6 Attorneys for Defendant Teresa Gonzalez
7

8 DATED
9
10

11 SCOTT BURKLE
12 In Pro Per
13

14 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
15

16 DATED: 7/30/17
17

18
19 Honorable Charles B. Eick
20 United States Magistrate Judge
21
22
23
24
25
26
27
28

-14- 15
[PROPOSED] PROTECTIVE ORDER

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 Protective Order that was
issued by the United States District Court for the Central District of California on
_____ in the case of _____. I agree
to comply with and to be bound by all the terms of this 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 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 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 Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

CERTIFICATE OF SERVICE

I am over the age of 18 years and am not a party to the within action. My business address is 3255 Wilshire Boulevard, Suite 1150, Los Angeles, CA 90010.

On 07/28/2017, I served a true and correct copy of the following document(s):

STIPULATED PROTECTIVE ORDER [Discovery Document: Referred to Magistrate Judge Charles F. Eick] upon the following person(s):

Sperios P. Maniates LAW OFFICES OF SPERIOS P. MANIATES 2863 E Florence Avenue Huntington Park, CA 90255 Tel.: (323) 584-1072 / Fax: (323) 584-1082 Email: sperosm@gmail.com	Attorney(s) for Defendant(s) TERESA GONZALEZ
Scott Burkle 12433 Los Moras Victorville, CA 92391 Tel.: (760) 981-8824 / Fax: (760) 983-5490 Email: scott@copslegal.com	IN PRO PER

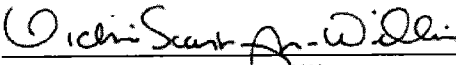
In the following manner(s):

☒ **BY CM/ECF NOTICE OF ELECTRONIC FILING:** I electronically filed the document(s) with the Clerk of the Court by using the CM/ECF System. Participants in this case who are registered CM/ECF users will be served by the CM/ECF system. Participants in this case who are not registered CM/ECF users will be served by mail or by other means permitted by the court rules.

☐ **BY E-MAIL:** By attaching a copy of the above document(s) to the e-mail addressee(s) of the addressee(s) designated above.

I certify that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on this 07/28/2017 at Los Angeles, California.


Vickie Scarborough-Willis