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11 *Attorneys for Defendants Best Core Group Inc.*
12 *and Benjamin Griffard*

13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

15 MAHBOBEH RAZMARA Individually
16 and On Behalf of All Others Similarly
17 Situated,

18 Plaintiff,

19 v.

20 ZIAI MEHRBANO, an individual;
21 KARINE ASLANIAN, an individual;
22 ERIC DELGADO, an individual;
23 BENJAMIN GRIFFARD, an
24 individual; AGL BRENTWOOD INC.;
25 JOHNHART CORP A/K/A
26 JOHNHART REAL ESTATE;
27 DREAM TEAM REAL ESTATE
28 CONSULTANTS INC.; and BEST
CORE GROUP INC. A/K/A PRIME
PARTNERS REALTY,

Defendants.

Case No. 2:17-cv-04669-ODW-AGR

DISCOVERY MATTER

**STIPULATED PROTECTIVE
ORDER**

JUDGE ALICIA G. ROSENBERG

1 1. PURPOSES, LIMITATIONS, AND GOOD CAUSE STATEMENT

2 A. PURPOSES AND LIMITATIONS

3 Discovery in this action is likely to involve production of confidential,
4 proprietary, or private information for which special protection from public
5 disclosure and from use for any purpose other than prosecuting this litigation may
6 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
7 enter the following Stipulated Protective Order. The parties acknowledge that this
8 Order does not confer blanket protections on all disclosures or responses to
9 discovery and that the protection it affords from public disclosure and use extends
10 only to the limited information or items that are entitled to confidential treatment
11 under the applicable legal principles. The parties further acknowledge, as set forth
12 in Section 12.3, below, that this Stipulated Protective Order does not entitle them
13 to file confidential information under seal; Civil Local Rule 79-5 sets forth the
14 procedures that must be followed and the standards that will be applied when a
15 party seeks permission from the court to file material under seal.

16 B. GOOD CAUSE STATEMENT

17 This action is likely to involve confidential and private consumer
18 information, confidential agreements, confidential and proprietary methods and
19 practices, trade secrets, and other valuable research, development, commercial,
20 financial, technical and/or proprietary information for which special protection
21 from public disclosure and from use for any purpose other than prosecution of this
22 action is warranted.

23 Such confidential and proprietary materials and information consist of,
24 among other things, confidential and private information regarding consumers’
25 personal information, confidential agreements between businesses, confidential
26 business information, information regarding confidential business methods and
27 practices, or other confidential research, development, or commercial information
28 (including information implicating privacy rights of third parties), information

1 otherwise generally unavailable to the public, or which may be privileged or
2 otherwise protected from disclosure under state or federal statutes, court rules,
3 case decisions, or common law. Accordingly, to expedite the flow of information,
4 to facilitate the prompt resolution of disputes over confidentiality of discovery
5 materials, to adequately protect information the parties are entitled to keep
6 confidential, to ensure that the parties are permitted reasonable necessary uses of
7 such material in preparation for and in the conduct of trial, to address their
8 handling at the end of the litigation, and serve the ends of justice, a protective
9 order for such information is justified in this matter. It is the intent of the parties
10 that information will not be designated as confidential for tactical reasons and that
11 nothing be so designated without a good faith belief that it has been maintained in
12 a confidential, non-public manner, and there is good cause why it should not be
13 part of the public record of this case.

14 2. DEFINITIONS

15 2.1 Action: This pending federal law suit.

16 2.2 Challenging Party: a Party or Non-Party that challenges the
17 designation of information or items under this Order.

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

22 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
23 their support staff).

24 2.5 Designating Party: a Party or Non-Party that designates information
25 or items that it produces in disclosures or in responses to discovery as
26 “CONFIDENTIAL.”

27 2.6 Disclosure or Discovery Material: all items or information,
28 regardless of the medium or manner in which it is generated, stored, or maintained

1 (including, among other things, testimony, transcripts, and tangible things), that
2 are produced or generated in disclosures or responses to discovery in this matter.

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

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

9 2.9 Non-Party: any natural person, partnership, corporation, association,
10 or other legal entity not named as a Party to this action.

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

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

18 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
19 Discovery Material in this Action.

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

24 2.14 Protected Material: any Disclosure or Discovery Material that is
25 designated as “CONFIDENTIAL.”

26 2.15 Receiving Party: a Party that receives Disclosure or Discovery
27 Material from a Producing Party.

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1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or
5 compilations of Protected Material; and (3) any testimony, conversations, or
6 presentations by Parties or their Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the
8 trial judge. This Order does not govern the use of Protected Material at trial.

9 4. DURATION

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

18 5. DESIGNATING PROTECTED MATERIAL

19 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

27 Mass, indiscriminate, or routinized designations are prohibited.
28 Designations that are shown to be clearly unjustified or that have been made for

1 an improper purpose (e.g., to unnecessarily encumber the case development
2 process or to impose unnecessary expenses and burdens on other parties) may
3 expose the Designating Party to sanctions.

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

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

13 Designation in conformity with this Order requires:

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

21 A Party or Non-Party that makes original documents available for
22 inspection need not designate them for protection until after the inspecting Party
23 has indicated which documents it would like copied and produced. During the
24 inspection and before the designation, all of the material made available for
25 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
26 identified the documents it wants copied and produced, the Producing Party must
27 determine which documents, or portions thereof, qualify for protection under this
28 Order. Then, before producing the specified documents, the Producing Party must

1 affix the “CONFIDENTIAL legend” to each page that contains Protected
2 Material. If only a portion or portions of the material on a page qualifies for
3 protection, the Producing Party also must clearly identify the protected portion(s)
4 (e.g., by making appropriate markings in the margins).

5 (b) for testimony given in depositions that the Designating Party identify
6 the Disclosure or Discovery Material on the record, before the close of the
7 deposition all protected testimony.

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

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

20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
22 designation of confidentiality at any time that is consistent with the Court’s
23 Scheduling Order.

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
25 resolution process under Local Rule 37.1 et seq.

26 6.3 The burden of persuasion in any such challenge proceeding shall be on
27 the Designating Party. Frivolous challenges, and those made for an improper
28 purpose (e.g., to harass or impose unnecessary expenses and burdens on other

1 parties) may expose the Challenging Party to sanctions. Unless the Designating
2 Party has waived or withdrawn the confidentiality designation, all parties shall
3 continue to afford the material in question the level of protection to which it is
4 entitled under the Producing Party’s designation until the Court rules on the
5 challenge.

6 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

17 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
18 otherwise ordered by the court or permitted in writing by the Designating Party, a
19 Receiving Party may disclose any information or item designated
20 “CONFIDENTIAL” only to:

21 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
22 as employees of said Outside Counsel of Record to whom it is reasonably
23 necessary to disclose the information for this Action;

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

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

- 1 (d) the Court and its personnel;
- 2 (e) court reporters and their staff;
- 3 (f) professional jury or trial consultants, mock jurors, and Professional
- 4 Vendors to whom disclosure is reasonably necessary for this Action and who have
- 5 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 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;
- 8 (h) during their depositions, witnesses, and attorneys for witnesses, in the
- 9 Action to whom disclosure is reasonably necessary provided: (1) the deposing
- 10 party requests that the witness sign the form attached as Exhibit A hereto; and (2)
- 11 they will not be permitted to keep any confidential information unless they sign
- 12 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless
- 13 otherwise agreed by the Designating Party or ordered by the court. Pages of
- 14 transcribed deposition testimony or exhibits to depositions that reveal Protected
- 15 Material may be separately bound by the court reporter and may not be disclosed
- 16 to anyone except as permitted under this Stipulated Protective Order; and
- 17 (i) any mediator or settlement officer, and their supporting personnel,
- 18 mutually agreed upon by any of the parties engaged in settlement discussions.

19 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED

20 IN OTHER LITIGATION

21 If a Party is served with a subpoena or a court order issued in other

22 litigation that compels disclosure of any information or items designated in this

23 Action as “CONFIDENTIAL,” that Party must:

24 (a) promptly notify in writing the Designating Party. Such notification shall

25 include a copy of the subpoena or court order;

26 (b) promptly notify in writing the party who caused the subpoena or order

27 to issue in the other litigation that some or all of the material covered by the

28 subpoena or order is subject to this Protective Order. Such notification shall

1 include a copy of this Stipulated Protective Order; and

2 (c) cooperate with respect to all reasonable procedures sought to be pursued
3 by the Designating Party whose Protected Material may be affected. If the
4 Designating Party timely seeks a protective order, the Party served with the
5 subpoena or court order shall not produce any information designated in this
6 action as “CONFIDENTIAL” before a determination by the court from which the
7 subpoena or order issued, unless the Party has obtained the Designating Party’s
8 permission. The Designating Party shall bear the burden and expense of seeking
9 protection in that court of its confidential material and nothing in these provisions
10 should be construed as authorizing or encouraging a Receiving Party in this
11 Action to 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-Party that
24 some or all of the information requested is subject to a confidentiality agreement
25 with a Non-Party;

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

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

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

11 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

21 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
22 PROTECTED MATERIAL

23 When a Producing Party gives notice to Receiving Parties that certain
24 inadvertently produced material is subject to a claim of privilege or other
25 protection, the obligations of the Receiving Parties are those set forth in Federal
26 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
27 whatever procedure may be established in an e-discovery order that provides for
28 production without prior privilege review. Pursuant to Federal Rule of Evidence

1 502(d) and (e), insofar as the parties reach an agreement on the effect of
2 disclosure of a communication or information covered by the attorney-client
3 privilege or work product protection, the parties may incorporate their agreement
4 in the stipulated protective order submitted to the court.

5 12. MISCELLANEOUS

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

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

14 12.3 Filing Protected Material. A Party that seeks to file under seal any
15 Protected Material must comply with Civil Local Rule 79-5. Protected Material
16 may only be filed under seal pursuant to a court order authorizing the sealing of
17 the specific Protected Material at issue. If a Party's request to file Protected
18 Material under seal is denied by the court, then the Receiving Party may file the
19 information in the public record unless otherwise instructed by the court.

20 13. FINAL DISPOSITION

21 After the final disposition of this Action, as defined in paragraph 4, within
22 60 days of a written request by the Designating Party, each Receiving Party must
23 return all Protected Material to the Producing Party or destroy such material. As
24 used in this subdivision, “all Protected Material” includes all copies, abstracts,
25 compilations, summaries, and any other format reproducing or capturing any of
26 the Protected Material. Whether the Protected Material is returned or destroyed,
27 the Receiving Party must submit a written certification to the Producing Party
28 (and, if not the same person or entity, to the Designating Party) by the 60 day

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1 deadline that (1) identifies (by category, where appropriate) all the Protected
2 Material that was returned or destroyed and (2) affirms that the Receiving Party
3 has not retained any copies, abstracts, compilations, summaries or any other
4 format reproducing or capturing any of the Protected Material. Notwithstanding
5 this provision, Counsel are entitled to retain an archival copy of all pleadings,
6 motion papers, trial, deposition, and hearing transcripts, legal memoranda,
7 correspondence, deposition and trial exhibits, expert reports, attorney work
8 product, and consultant and expert work product, even if such materials contain
9 Protected Material. Any such archival copies that contain or constitute Protected
10 Material remain subject to this Protective Order as set forth in Section 4
11 (DURATION).

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

15 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

16 Date: November 20, 2017

HAHN LOESER & PARKS LLP

/s/Michael J. Gleason
Michael J. Gleason
Samuel C. Sneed
*Attorneys for Defendants
Best Core Group Inc. and
Benjamin Griffard*

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1 Date: November 20, 2017

**KAZEROUNI LAW GROUP,
APC**

2
3 /s/ Jason A. Ibey _____

4 Jason A. Ibey
5 Abbas Kazerounian

6 **HYDE & SWIGART**

7 Joshua B. Swigart

8 **RKR Legal APC**

9 S. Masih Kazerouni

10 *Attorneys for Plaintiff*

11 Date: November 20, 2017

WEBB & ORD

12
13 /s/ Eric L. Webb _____

14 Eric L. Webb

Eleanor M. Ord

Attorneys for Defendants

AGL Brentwood, Inc. and Zia

Mehrbanoo

15
16
17
18 Date: November 20, 2017

THE SAFARIAN FIRM, APC

19
20 /s/ Harry A. Safarian _____

21 Harry A. Safarian

Neda Roshanian

Attorneys for Defendants

JohnHart Real Estate and Karine

Aslanian

22
23
24 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

25
26 Dated: November 20, 2017



27 HON. ALICIA G. ROSENBERG

28 UNITED STATES MAGISTRATE JUDGE

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name],
 4 of _____ [print or type full address],
 5 declare under penalty of perjury that I have read in its entirety and understand the
 6 Stipulated Protective Order that was issued by the United States District Court for
 7 the Central District of California on _____ [date] in the case of *Razmara v.*
 8 *Mehrbano, et al.*, Case No. 2:17-cv-04669-ODW-AGR. I agree to comply with
 9 and to be bound by all the terms of this Stipulated Protective Order and I
 10 understand and acknowledge that failure to so comply could expose me to
 11 sanctions and punishment in the nature of contempt. I solemnly promise that I will
 12 not disclose in any manner any information or item that is subject to this
 13 Stipulated Protective Order to any person or entity except in strict compliance
 14 with the provisions of this Order. I further agree to submit to the jurisdiction of the
 15 United States District Court for the Central District of California for the purpose
 16 of enforcing the terms of this Stipulated Protective Order, even if such
 17 enforcement proceedings occur after termination of this action. I hereby appoint
 18 _____ [print or type full name] of
 19 _____ [print or type full address
 20 and telephone number] as my California agent for service of process in connection
 21 with this action or any proceedings related to enforcement of this Stipulated
 22 Protective Order.

23
24 Date: _____

25 City and State where sworn and signed: _____

26 Printed name: _____

27 Signature: _____

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