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

WESLEY SINNATHMBY,  
Plaintiff,  
  
v.  
  
MICHAEL DUANE INSCORE et al.,  
  
Defendant.

Case No. 2:20-cv-08930-DSF-MRWx

**STIPULATED PROTECTIVE ORDER**

(MRW VERSION 4/19)

Check if submitted without material modifications to MRW form

**1. INTRODUCTION**

**1.1 PURPOSES AND LIMITATIONS**

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. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below,

1 that this Stipulated Protective Order does not entitle them to file confidential  
2 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
3 followed and the standards that will be applied when a party seeks permission from  
4 the court to file material under seal.

5 1.2 GOOD CAUSE STATEMENT

6 Plaintiff has engaged in a series of breach of contract / fraudulent real estate  
7 and financial transactions in the Rosarito area of Baja California, one of which is  
8 involved in this action, but all of which involve intertwining and overlapping – but in  
9 other respects distinct -- events and parties, including an Mexican Indian Tribe. The  
10 transactions involve both the real property contracts and negotiations, and the  
11 development contracts and buildout of the involved real property. Also involved are  
12 other real properties and developments which are subject to ongoing complex,  
13 sensitive negotiations involving some of the same parties, including some involved  
14 parties who were initially named as Mexican domiciled defendants, have now been  
15 dismissed solely because of their foreign domicile and Plaintiff's foreign domicile.

16 The financial records involved are those typically covered by financial  
17 privacy laws. Further, private inside information on these transactions – reflecting  
18 Plaintiff's business plans and investment thinking – from each real property and  
19 development investment would be extremely valuable to the parties involved in other  
20 real property and development properties.

21 Plaintiff is prepared to give substantial discovery which will entail both (a) the  
22 immediate real property and development transactional documents and financial  
23 documentation, involving hundreds of thousands of dollars, and (b) all of the related  
24 real property and development transactional documents and financial documentation,  
25 also involving similar sums of capital. Significant subjects of dispute in this action  
26 involve the nature and extent to which (a) Defendant Michael Inscore is himself  
27 involved with the other mentioned parties and now non-parties, and (b) the  
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1 relationship of this transaction with other similar ones with the aforementioned parties  
2 and non-parties.

3 Submission of the broadest scope of discovery – in some respects beyond that  
4 which Inscore is seeking in currently pending discovery -- would ensure adequate  
5 notice to Inscore Defendants of Plaintiff’s related transactions and claims, for  
6 litigation and possible settlement. But, in so doing, Plaintiff needs assurances unless  
7 eventually needed for trial, etc., that the documents will not be shared with or  
8 disclosed to any party outside of this litigation; nor used for any purpose other than  
9 for this litigation; nor end up in public internet websites.

10 **2. DEFINITIONS**

11 2.1 Action: This pending federal law suit.

12 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
13 of information or items under this Order.

14 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
15 how it is generated, stored or maintained) or tangible things that qualify for protection  
16 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
17 Cause Statement.

18 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
19 support staff).

20 2.5 Designating Party: a Party or Non-Party that designates information or  
21 items that it produces in disclosures or in responses to discovery as  
22 “CONFIDENTIAL.”

23 2.6 Disclosure or Discovery Material: all items or information, regardless  
24 of the medium or manner in which it is generated, stored, or maintained (including,  
25 among other things, testimony, transcripts, and tangible things), that are produced or  
26 generated in disclosures or responses to discovery in this matter.

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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 as  
3 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, or  
8 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 party  
10 to this Action but are retained to represent or advise a party to this Action and have  
11 appeared in this Action on behalf of that party or are affiliated with a law firm which  
12 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 support  
19 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 Material  
25 from a Producing Party.

26 **3. SCOPE**

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

1 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
2 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
3 or their Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial will be governed by the orders of the trial  
5 judge. This Order does not govern the use of Protected Material at trial.

#### 6 **4. DURATION**

7 4.1 Even after final disposition of this litigation, the confidentiality  
8 obligations imposed by this Order will remain in effect until a Designating Party  
9 agrees otherwise in writing or a court order otherwise directs. Final disposition will  
10 be deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
11 with or without prejudice; and (2) final judgment herein after the completion and  
12 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
13 including the time limits for filing any motions or applications for extension of time  
14 pursuant to applicable law.

#### 15 **5. DESIGNATING PROTECTED MATERIAL**

16 5.1 Exercise of Restraint and Care in Designating Material for Protection.  
17 Each Party or Non-Party that designates information or items for protection under this  
18 Order must take care to limit any such designation to specific material that qualifies  
19 under the appropriate standards. The Designating Party must designate for protection  
20 only those parts of material, documents, items, or oral or written communications that  
21 qualify so that other portions of the material, documents, items, or communications  
22 for which protection is not warranted are not swept unjustifiably within the ambit of  
23 this Order.

24 Mass, indiscriminate, or routinized designations are prohibited. Designations  
25 that are shown to be clearly unjustified or that have been made for an improper  
26 purpose (e.g., to unnecessarily encumber the case development process or to impose  
27 unnecessary expenses and burdens on other parties) may expose the Designating Party  
28 to sanctions.

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

4 5.2 Manner and Timing of Designations. Except as otherwise provided in  
5 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
7 under this Order must be clearly so designated before the material is disclosed or  
8 produced.

9 Designation in conformity with this Order requires:

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

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

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

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

10 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
11 failure to designate qualified information or items does not, standing alone, waive the  
12 Designating Party’s right to secure protection under this Order for such material.  
13 Upon timely correction of a designation, the Receiving Party must make reasonable  
14 efforts to assure that the material is treated in accordance with the provisions of this  
15 Order.

16 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

17 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
18 designation of confidentiality at any time that is consistent with the Court’s  
19 Scheduling Order.

20 6.2 Meet and Confer. The Challenging Party will initiate the dispute  
21 resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1  
22 et seq.

23 6.3 The burden of persuasion in any such challenge proceeding will be on  
24 the Designating Party. Frivolous challenges, and those made for an improper purpose  
25 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
26 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
27 or withdrawn the confidentiality designation, all parties will continue to afford the  
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1 material in question the level of protection to which it is entitled under the Producing  
2 Party's designation until the Court rules on the 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 the  
8 conditions described in this Order. When the Action has been terminated, a Receiving  
9 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

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 well  
18 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
19 to disclose the information for this Action;

20 (b) the officers, directors, and employees (including House Counsel) of the  
21 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;

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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 party  
8 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will  
9 not be permitted to keep any confidential information unless they sign the  
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
11 agreed by the Designating Party or ordered by the court. Pages of transcribed  
12 deposition testimony or exhibits to depositions that reveal Protected Material may be  
13 separately bound by the court reporter and may not be disclosed to anyone except as  
14 permitted under this Stipulated Protective Order; and

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

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

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

22 (a) promptly notify in writing the Designating Party. Such notification will  
23 include a copy of the subpoena or court order;

24 (b) promptly notify in writing the party who caused the subpoena or order  
25 to issue in the other litigation that some or all of the material covered by the subpoena  
26 or order is subject to this Protective Order. Such notification will include a copy of  
27 this Stipulated Protective Order; and  
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1 (c) cooperate with respect to all reasonable procedures sought to be pursued  
2 by the Designating Party whose Protected Material may be affected.

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

11 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
12 **PRODUCED IN THIS LITIGATION**

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

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

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

25 (2) promptly provide the Non-Party with a copy of the Stipulated  
26 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
27 specific description of the information requested; and  
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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  
4 14 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 will not  
7 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 will bear the burden and expense  
10 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 disclosed  
13 Protected Material to any person or in any circumstance not authorized under this  
14 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
15 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
16 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
17 persons to whom unauthorized disclosures were made of all the terms of this Order,  
18 and (d) request such person or persons to execute the "Acknowledgment and  
19 Agreement to Be Bound" that is attached hereto as Exhibit A.

20 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
21 **PROTECTED MATERIAL**

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

1 information covered by the attorney-client privilege or work product protection, the  
2 parties may incorporate their agreement in the stipulated protective order submitted  
3 to the court.

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

## 18 **13. FINAL DISPOSITION**

19 After the final disposition of this Action, as defined in paragraph 4, within 60  
20 days of a written request by the Designating Party, each Receiving Party must return  
21 all Protected Material to the Producing Party or destroy such material. As used in this  
22 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
23 summaries, and any other format reproducing or capturing any of the Protected  
24 Material. Whether the Protected Material is returned or destroyed, the Receiving  
25 Party must submit a written certification to the Producing Party (and, if not the same  
26 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
27 (by category, where appropriate) all the Protected Material that was returned or  
28 destroyed and (2) affirms that the Receiving Party has not retained any copies,

1 abstracts, compilations, summaries or any other format reproducing or capturing any  
2 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
3 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
4 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
5 reports, attorney work product, and consultant and expert work product, even if such  
6 materials contain Protected Material. Any such archival copies that contain or  
7 constitute Protected Material remain subject to this Protective Order as set forth in  
8 Section 4 (DURATION).

9 14. Any willful violation of this Order may be punished by civil or criminal  
10 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary  
11 authorities, or other appropriate action at the discretion of the Court.

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

13 DATED: November 17, 2021

14 /s/ Meir J. Westreich


15 \_\_\_\_\_  
16 Attorney for Plaintiff

17 DATED: November 17, 2021

18 \_\_\_\_\_  
19 Attorney for Defendants

20  
21 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

22  
23 DATED: 11/18/2021

24  
25   
26 \_\_\_\_\_  
27 HON. MICHAEL R. WILNER  
28 United States Magistrate Judge

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3  
4 I, \_\_\_\_\_ [full name], of \_\_\_\_\_  
5 \_\_\_\_\_ [full address],

6 declare under penalty of perjury that I have read in its entirety and understand the  
7 Stipulated Protective Order that was issued by the United States District Court for the  
8 Central District of California on [date] in the case of \_\_\_\_\_ [insert case name  
9 and number]. I agree to comply with and to be bound by all the terms of this  
10 Stipulated Protective Order and I understand and acknowledge that failure to so  
11 comply could expose me to sanctions and punishment in the nature of contempt. I  
12 solemnly promise that I will not disclose in any manner any information or item that  
13 is subject to this Stipulated Protective Order to any person or entity except in strict  
14 compliance with the provisions of this Order.

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

23 Date: \_\_\_\_\_

24 City and State where signed: \_\_\_\_\_

25  
26 Printed name: \_\_\_\_\_

27  
28 Signature: \_\_\_\_\_