

1 BLANK ROME LLP  
 Michael L. Ludwig (SBN 173850)  
 2 Ludwig@BlankRome.com  
 Caroline P. Donelan (SBN 268762)  
 3 CDonelan@BlankRome.com  
 Caitlin I. Sanders (SBN 294143)  
 4 CSanders@BlankRome.com  
 2029 Century Park East, 6<sup>th</sup> Floor  
 5 Los Angeles, CA 90067  
 Telephone: 424.239.3400  
 6 Facsimile: 424.239.3434

7 Attorneys for Defendant  
 FREEDOM MORTGAGE CORPORATION

9 YOON LAW, APC  
 Kenneth H. Yoon (SBN 198443)  
 10 Stephanie E. Yasuda (SBN 265480)  
 Brian G. Lee (300990)  
 11 One Wilshire Boulevard, Suite 2200  
 Los Angeles, CA 90017  
 12 Telephone: (213) 612-0988  
 Facsimile: (213) 947-1211

13 Attorneys for Plaintiff Gabriela Ortolani

15 **UNITED STATES DISTRICT COURT**  
 16 **CENTRAL DISTRICT OF CALIFORNIA**  
 17 **EASTERN DIVISION**

18 GABRIELA ORTOLANI, individually  
 19 and on behalf of all other similarly  
 20 situated,

21 Plaintiff,

22 vs.

23 FREEDOM MORTGAGE  
 CORPORATION, an unknown entity,  
 24 and DOES 1 through 50, inclusive,

25 Defendants.  
 26  
 27

Case No. 5:17-cv-01462-JGB-KK

**JOINT MOTION FOR ENTRY OF  
 PROTECTIVE ORDER**

State Complaint filed: May 24, 2017  
 FAC filed: May 31, 2017

1     1.     A.     PURPOSES AND LIMITATIONS

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

15             B.     GOOD CAUSE STATEMENT

16             This action is likely to involve trade secrets, confidential personnel documents  
17 and compensation-structure information for which special protection from public  
18 disclosure and from use for any purposes other than the prosecution of this action is  
19 warranted. Such confidential and proprietary materials and information consist of,  
20 among other things, confidential business or financial information, information  
21 regarding confidential business practices or other confidential personnel information  
22 that implicates the privacy rights of third parties, information otherwise generally  
23 unavailable to the public, or which may be privileged or otherwise protected from  
24 disclosure under state or federal statutes, court rules, case decisions, or common law.  
25 Accordingly, to expedite the flow of information, to facilitate the prompt resolution  
26 of disputes over confidentiality of discovery materials, to adequately protect  
27 information the parties are entitled to keep confidential, to ensure that the parties are  
28

1 permitted reasonably necessary uses of such material in preparation for an in the  
2 conduct of trial, to address their handling at the end of the litigation, and serve the  
3 ends of justice, a protective order for such information is justified in this matter. It is  
4 the intent of the parties that information will not be designated as confidential for  
5 tactical reasons and that nothing be so designated without a good-faith belief that it  
6 has been maintained in a confidential, non-public manner, and there is good cause  
7 why it should not be part of the public record of this case.

8 2. DEFINITIONS

9 2.1. Action: *Gabriela Ortolani v. Freedom Mortgage Corporation*, United  
10 States District Court Case No. 5:17-cv-01462-JGB-KK

11 2.2. Challenging Party: a Party or Non-Party that challenges the designation  
12 of information or items under this Order.

13 2.3. “CONFIDENTIAL” Information or Items: information (regardless of  
14 how it is generated, stored or maintained) or tangible things that qualify for  
15 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the  
16 Good Cause Statement.

17 2.4. Counsel (without qualifier): Outside Counsel of Record and In-House  
18 Counsel (as well as their support staff).

19 2.5. Designating Party: a Party or Non-Party that designates information or  
20 items that it produces in disclosures or in responses to discovery as  
21 “CONFIDENTIAL.”

22 2.6. Disclosure or Discovery Material: all items or information, regardless of  
23 the medium or manner in which it is generated, stored, or maintained (including,  
24 among other things, testimony, transcripts, and tangible things), that are produced or  
25 generated in disclosures or responses to discovery in this matter.

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. In-House Counsel: attorneys who are employees of a party to this action.  
5 In-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.

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 trial  
8 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, with  
14 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 time  
17 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 for  
23 protection only those parts of material, documents, items, or oral or written  
24 communications that qualify so that other portions of the material, documents, items,  
25 or communications for which protection is not warranted are not swept unjustifiably  
26 within the ambit of this Order.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations  
2 that are shown to be clearly unjustified or that have been made for an improper  
3 purpose (e.g., to unnecessarily encumber or retard the case development process or to  
4 impose unnecessary expenses and burdens on other parties) expose the Designating  
5 Party to sanctions.

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

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

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic  
16 documents, but excluding transcripts of depositions or other pretrial or trial  
17 proceedings), that the Producing Party affix the legend "CONFIDENTIAL" to each  
18 page that contains protected material. If only a portion or portions of the material on  
19 a page 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 or materials available for  
22 inspection need not designate them for protection until after the inspecting Party has  
23 indicated which material it would like copied and produced. During the inspection  
24 and before the designation, all of the material made available for inspection shall be  
25 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents  
26 it wants copied and produced, the Producing Party must determine which documents,  
27 or portions thereof, qualify for protection under this Order. Then, before producing  
28

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

6 (b) for testimony given in deposition or in other pretrial or trial  
7 proceedings, that the Designating Party identify on the record, before the close of the  
8 deposition, hearing, or other proceeding, all protected testimony.

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

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

21 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

25 6.2. Meet and Confer. The Challenging Party shall initiate the dispute  
26 resolution process under Local Rule 37-1 *et seq.*

27 6.3.  
28

1           6.4. The burden of persuasion in any such challenge proceeding shall be on  
2 the Designating Party. Frivolous challenges, and those made for an improper purpose  
3 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
4 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
5 or withdrawn the confidentiality designation, all parties shall continue to afford the  
6 material in question the level of protection to which it is entitled under the Producing  
7 Party’s designation until the Court rules on the challenge.

8       7.    ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

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

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

26           (b) the officers, directors, and employees (including House Counsel)  
27 of the Receiving Party to whom disclosure is reasonably necessary for this Action;  
28



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

4 (d) the court and its personnel;

5 (e) court reporters and their staff,

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

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

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

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

22 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
23 OTHER LITIGATION

24 If a Party is served with a subpoena or a court order issued in other litigation  
25 that compels disclosure of any information or items designated in this action as  
26 “CONFIDENTIAL,” that Party must:  
27  
28

1 (a) promptly notify in writing the Designating Party. Such  
2 notification shall include a copy of the subpoena or court order;

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

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

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

17 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
18 PRODUCED IN THIS LITIGATION

19 (a) The terms of this Order are applicable to information produced by  
20 a Non-Party in this action and designated as “CONFIDENTIAL.” Such information  
21 produced by Non-Parties in connection with this litigation is protected by the  
22 remedies and relief provided by this Order. Nothing in these provisions should be  
23 construed as prohibiting a Non-Party from seeking additional protections.

24 (b) In the event that a Party is required, by a valid discovery request,  
25 to produce a Non-Party’s confidential information in its possession, and the Party is  
26 subject to an agreement with the Non-Party not to produce the Non-Party’s  
27 confidential information, then the Party shall:  
28

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

4 (2) promptly provide the Non-Party with a copy of the  
5 Stipulated Protective Order in this litigation, the relevant discovery request(s), and a  
6 reasonably specific description of the information requested; and

7 (3) make the information requested available for inspection by  
8 the Non-Party.

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

17 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
19 Protected Material to any person or in any circumstance not authorized under this  
20 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
21 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
22 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
23 persons to whom unauthorized disclosures were made of all the terms of this Order,  
24 and (d) request such person or persons to execute the "Acknowledgment and  
25 Agreement to Be Bound" that is attached hereto as Exhibit A.  
26  
27  
28

1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
2 PROTECTED MATERIAL

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

13 12. MISCELLANEOUS

14 12.1. Right to Further Relief. Nothing in this Order abridges the right of any  
15 person to seek its modification by the court in the future.

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

21 12.3. Filing Protected Material. A Party that seeks to file under seal any  
22 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
23 only be filed under seal pursuant to a court order authorizing the sealing of the  
24 specific Protected Material at issue. If a Party's request to file Protected Material  
25 under seal is denied by the court, then the Receiving Party may file the information in  
26 the public record unless otherwise instructed by the court.

1 13. FINAL DISPOSITION

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

20  
21 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

22 DATE: November 15, 2017

BLANK ROME LLP

23  
24 By: /s/ Caroline P. Donelan

Howard M. Knee

Caroline P. Donelan

25  
26 Attorneys for Defendant

27 FREEDOM MORTGAGE CORPORATION

1 DATE: November 15, 2017

YOON LAW, APC

3 By: /s/ Stephanie E. Yasuda

4 Kenneth H. Yoon

5 Stephanie E. Yasuda

Brian G. Lee

6 Attorneys for Plaintiff

GABRIELA ORTOLANI

8 **ATTESTATION REGARDING SIGNATURES**

9 I, Stephanie E. Yasuda, attest pursuant to L.R. 5-4.3.4(a)(2)(i) that all  
10 signatories listed, and on whose behalf the filing is submitted, concur in the filing's  
11 content and have authorized the filing.

12  
13 DATED: November 15, 2017

/s/ Stephanie E. Yasuda

14  
15  
16 PURSUANT TO STIPULATION, IT IS SO ORDERED.

17  
18 DATED: November 15, 2017



19 Magistrate Judge Kenly Kiya Kato

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that  
5 I have read in its entirety and understand the Stipulated Protective Order that was  
6 issued by the United States District Court for the Central District of California on  
7 \_\_\_\_\_ in the case of *Gabriela Ortolani v. Freedom Mortgage*  
8 *Corporation*, United States District Court Case No. 5:17-cv-01462-JGB-KK. I agree  
9 to comply with and to be bound by all the terms of this Stipulated Protective Order  
10 and I 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 Stipulated  
13 Protective Order to any person or entity except in strict compliance with the  
14 provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court for the  
16 Central District of California for the purpose of enforcing the terms of this Stipulated  
17 Protective Order, even if such enforcement proceedings occur after termination of  
18 this action. I hereby appoint \_\_\_\_\_ [print or type full name]  
19 of \_\_\_\_\_ [print or type 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 sworn and signed: \_\_\_\_\_

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

26 Signature: \_\_\_\_\_