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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
EASTERN DIVISION

WILLIAM ROMAN; DESIREE ACOSTA; and D.R., N.R., J.R., A.R., and J.R., minors, by and through their general guardian, DESIREE ACOSTA; DIEGO SANDOVAL; RENEE SANDOVAL; A.G., a minor, by and through her general guardian, RENEE SANDOVAL; CATHERINE MICHELLE PEREZ; I.A. and S.A., minors, by and through their general guardian, CATHERINE MICHELLE PEREZ,

Plaintiffs,

v.

MSL CAPITAL, LLC, doing business as CASA BUENA CASA LYNNDA, and LI RITCHEY,

Defendants.

No. 5:17-cv-02066-JGB-SP
PROTECTIVE ORDER

[NOTE CHANGE MADE BY THE COURT IN ¶ 6.3]

1. A. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public

1 disclosure and from use for any purpose other than prosecuting this litigation may be
2 warranted. Accordingly, the parties have stipulated to and petitioned the court to enter
3 the following Stipulated Protective Order. The parties have acknowledged that this
4 Order does not confer blanket protections on all disclosures or responses to discovery
5 and that the protection it affords from public disclosure and use extends only to the
6 limited information or items that are entitled to confidential treatment under the
7 applicable legal principles. The parties have further acknowledged, as set forth in
8 Section 12.3, below, that this Stipulated Protective Order does not entitle them to file
9 confidential information under seal; Civil Local Rules 79-5, 79-6, and 79-7 set forth the
10 procedures that must be followed and the standards that will be applied when a party
11 seeks permission from the court to file material under seal.
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13 **B. GOOD CAUSE STATEMENT**
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15 This action is likely to involve financial information as well as employee,
16 prospective tenant, and tenant records for which special protection from public
17 disclosure and from use for any purpose other than prosecution of this action is
18 warranted. Such confidential and proprietary materials and information consist of,
19 among other things, confidential business or financial information, information
20 regarding prospective tenant and tenant employment, medical, credit, and rental history,
21 confidential business practices (including information implicating privacy rights of third
22 parties), information otherwise generally unavailable to the public, or which may be
23 privileged or otherwise protected from disclosure under state or federal statutes, court
24 rules, case decisions, or common law. Accordingly, to expedite the flow of information,
25 to facilitate the prompt resolution of disputes over confidentiality of discovery
26 materials, to adequately protect information the parties are entitled to keep confidential,
27 to ensure that the parties are permitted reasonable necessary uses of such material in
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1 preparation for and in the conduct of trial, to address their handling at the end of the
2 litigation, and serve the ends of justice, a protective order for such information is
3 justified in this matter. It is the intent of the parties that information will not be
4 designated as confidential for tactical reasons and that nothing be so designated without
5 a good faith belief that it has been maintained in a confidential, non-public manner, and
6 there is good cause why it should not be part of the public record of this case.

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8 **2. DEFINITIONS**

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10 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
11 information or items under this Order.

12 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how
13 it is generated, stored or maintained) or tangible things that qualify for protection under
14 Federal Rule of Civil Procedure 26(c).

15 2.3 Counsel (without qualifier): Outside Counsel of Record and House
16 Counsel (as well as their support staff).

17 2.4 Designating Party: a Party or Non-Party that designates information or
18 items that it produces in disclosures or in responses to discovery as
19 “CONFIDENTIAL.”

20 2.5 Disclosure or Discovery Material: all items or information, regardless of
21 the medium or manner in which it is generated, stored, or maintained (including, among
22 other things, testimony, transcripts, and tangible things), that are produced or generated
23 in disclosures or responses to discovery in this matter.

24 2.6 Expert: a person with specialized knowledge or experience in a matter
25 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
26 expert witness or as a consultant in this action.
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1 2.7 House Counsel: attorneys who are employees of a party to this action.
2 House Counsel does not include Outside Counsel of Record or any other outside
3 counsel.

4 2.8 Non-Party: any natural person, partnership, corporation, association, or
5 other legal entity not named as a Party to this action.

6 2.9 Outside Counsel of Record: attorneys who are not employees of a party to
7 this action but are retained to represent or advise a party to this action and have
8 appeared in this action on behalf of that party or are affiliated with a law firm which has
9 appeared on behalf of that party.

10 2.10 Party: any party to this action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 support staffs).

13 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
14 Discovery Material in this action.

15 2.12 Professional Vendors: persons or entities that provide litigation support
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
18 their employees and subcontractors.

19 2.13 Protected Material: any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL.”

21 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material
22 from a Producing Party.
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1 3. SCOPE

2 The protections conferred by the Stipulation and this Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or extracted
4 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
5 Protected Material; and (3) any testimony, conversations, or presentations by Parties or
6 their Counsel that might reveal Protected Material. However, the protections conferred
7 by the Stipulation and this Order do not cover the following information: (a) any
8 information that is in the public domain at the time of disclosure to a Receiving Party or
9 becomes part of the public domain after its disclosure to a Receiving Party as a result of
10 publication not involving a violation of this Order, including becoming part of the
11 public record through trial or otherwise; and (b) any information known to the
12 Receiving Party prior to the disclosure or obtained by the Receiving Party after the
13 disclosure from a source who obtained the information lawfully and under no obligation
14 of confidentiality to the Designating Party. Any use of Protected Material at trial shall
15 be governed by a separate agreement or order.
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17 4. DURATION

18 Even after final disposition of this litigation, the confidentiality obligations
19 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
20 in writing or a court order otherwise directs. Final disposition shall be deemed to be the
21 later of (1) dismissal of all claims and defenses in this action, with or without prejudice;
22 and (2) final judgment herein after the completion and exhaustion of all appeals,
23 rehearings, remands, trials, or reviews of this action, including the time limits for filing
24 any motions or applications for extension of time pursuant to applicable law.
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1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
3 Party or Non-Party that designates information or items for protection under this Order
4 must take care to limit any such designation to specific material that qualifies under the
5 appropriate standards. The Designating Party must designate for protection only those
6 parts of material, documents, items, or oral or written communications that qualify – so
7 that other portions of the material, documents, items, or communications for which
8 protection is not warranted are not swept unjustifiably within the ambit of this Order.

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

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

17 5.2 Manner and Timing of Designations. Except as otherwise provided in this
18 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
19 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
20 must be clearly so designated before the material is disclosed or produced.

21 Designation in conformity with this Order requires:

22 (a) for information in documentary form (e.g., paper or electronic documents,
23 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
24 Producing Party affix the legend “CONFIDENTIAL” to each page that contains
25 protected material. If only a portion or portions of the material on a page qualifies for
26 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,
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1 by making appropriate markings in the margins).

2 A Party or Non-Party that makes original documents or materials available for
3 inspection need not designate them for protection until after the inspecting Party has
4 indicated which material it would like copied and produced. During the inspection and
5 before the designation, all of the material made available for inspection shall be deemed
6 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
7 copied and produced, the Producing Party must determine which documents, or portions
8 thereof, qualify for protection under this Order. Then, before producing the specified
9 documents, the Producing Party must affix the “CONFIDENTIAL” legend to each page
10 that contains Protected Material. If only a portion or portions of the material on a page
11 qualifies for protection, the Producing Party also must clearly identify the protected
12 portion(s) (e.g., by making appropriate markings in the margins).

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

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

22 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
23 failure to designate qualified information or items does not, standing alone, waive the
24 Designating Party’s right to secure protection under this Order for such material. Upon
25 timely correction of a designation, the Receiving Party must make reasonable efforts to
26 assure that the material is treated in accordance with the provisions of this Order.
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2 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

3 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
4 designation of confidentiality at any time. Unless a prompt challenge to a Designating
5 Party's confidentiality designation is necessary to avoid foreseeable, substantial
6 unfairness, unnecessary economic burdens, or a significant disruption or delay of the
7 litigation, a Party does not waive its right to challenge a confidentiality designation by
8 electing not to mount a challenge promptly after the original designation is disclosed.

9 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
10 resolution process by providing written notice of each designation it is challenging and
11 describing the basis for each challenge. To avoid ambiguity as to whether a challenge
12 has been made, the written notice must recite that the challenge to confidentiality is
13 being made in accordance with this specific paragraph of the Protective Order. The
14 parties shall attempt to resolve each challenge in good faith and must begin the process
15 by conferring directly (in voice to voice dialogue; other forms of communication are not
16 sufficient) within 14 days of the date of service of notice. In conferring, the Challenging
17 Party must explain the basis for its belief that the confidentiality designation was not
18 proper and must give the Designating Party an opportunity to review the designated
19 material, to reconsider the circumstances, and, if no change in designation is offered, to
20 explain the basis for the chosen designation. A Challenging Party may proceed to the
21 next stage of the challenge process only if it has engaged in this meet and confer process
22 first or establishes that the Designating Party is unwilling to participate in the meet and
23 confer process in a timely manner.

24 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
25 court intervention, the Designating Party shall file and serve a motion to retain
26 confidentiality under Civil Local Rule 37 (and in compliance with Civil Local Rule 79-
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1 5, if applicable) within 21 days of the initial notice of challenge or within 14 days of the
2 parties agreeing that the meet and confer process will not resolve their dispute,
3 whichever is earlier. Each such motion must be accompanied by a competent declaration
4 affirming that the movant has complied with the meet and confer requirements imposed
5 in the preceding paragraph. Failure by the Designating Party to make such a motion
6 including the required declaration within 21 days (or 14 days, if applicable) shall
7 automatically waive the confidentiality designation for each challenged designation. In
8 addition, the Challenging Party may file a motion challenging a confidentiality
9 designation at any time if there is good cause for doing so, including a challenge to the
10 designation of a deposition transcript or any portions thereof. Any motion brought
11 pursuant to this provision must be accompanied by a competent declaration affirming
12 that the movant has complied with the meet and confer requirements imposed by the
13 preceding paragraph.

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15 The burden of persuasion in any such challenge proceeding shall be on the
16 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
17 to harass or impose unnecessary expenses and burdens on other parties) may expose the
18 Challenging Party to sanctions. Unless the Designating Party has waived the
19 confidentiality designation by failing to file a motion to retain confidentiality as
20 described above, all parties shall continue to afford the material in question the level of
21 protection to which it is entitled under the Producing Party's designation until the court
22 rules on the challenge.

23 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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25 7.1 Basic Principles. A Receiving Party may use Protected Material that is
26 disclosed or produced by another Party or by a Non-Party in connection with this case
27 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
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1 Material may be disclosed only to the categories of persons and under the conditions
2 described in this Order. When the litigation has been terminated, a Receiving Party must
3 comply with the provisions of section 13 below (FINAL DISPOSITION).

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

7 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
8 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
9 may disclose any information or item designated “CONFIDENTIAL” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
11 employees of said Outside Counsel of Record to whom it is reasonably necessary to
12 disclose the information for this litigation and who have signed the “Acknowledgment
13 and Agreement to Be Bound” that is attached hereto as Exhibit A;

14 (b) the officers, directors, and employees (including House Counsel) of the
15 Receiving Party to whom disclosure is reasonably necessary for this litigation and who
16 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

20 (d) the court and its personnel;

21 (e) court reporters and their staff, professional jury or trial consultants, mock
22 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this
23 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
24 (Exhibit A);

25 (f) during their depositions, witnesses in the action to whom disclosure is
26 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be
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1 Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the
2 court. Pages of transcribed deposition testimony or exhibits to depositions that reveal
3 Protected Material must be separately bound by the court reporter and may not be
4 disclosed to anyone except as permitted under this Stipulated Protective Order.

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

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8 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
9 OTHER LITIGATION

10 If a Party is served with a subpoena or a court order issued in other litigation that
11 compels disclosure of any information or items designated in this action as
12 “CONFIDENTIAL,” that Party must:

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

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

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

21 If the Designating Party timely seeks a protective order, the Party served with the
22 subpoena or court order shall not produce any information designated in this action as
23 “CONFIDENTIAL” before a determination by the court from which the subpoena or
24 order issued, unless the Party has obtained the Designating Party’s permission. The
25 Designating Party shall bear the burden and expense of seeking protection in that court
26 of its confidential material – and nothing in these provisions should be construed as
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1 authorizing or encouraging a Receiving Party in this action to disobey a lawful directive
2 from another court.
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4 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
5 IN THIS LITIGATION

6 (a) The terms of this Order are applicable to information produced by a Non-
7 Party in this action and designated as “CONFIDENTIAL.” Such information produced
8 by Non-Parties in connection with this litigation is protected by the remedies and relief
9 provided by this Order. Nothing in these provisions should be construed as prohibiting a
10 Non-Party from seeking additional protections.
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12 (b) In the event that a Party is required, by a valid discovery request, to
13 produce a Non-Party’s confidential information in its possession, and the Party is
14 subject to an agreement with the Non-Party not to produce the Non-Party’s confidential
15 information, then the Party shall:

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

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

22 (3) make the information requested available for inspection by the Non-
23 Party.

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

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

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

4 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
5 person to seek its modification by the court in the future.

6 12.2 Right to Assert Other Objections. By stipulating to the entry of this
7 Protective Order no Party waives any right it otherwise would have to object to
8 disclosing or producing any information or item on any ground not addressed in this
9 Stipulated Protective Order. Similarly, no Party waives any right to object on any
10 ground to use in evidence of any of the material covered by this Protective Order.

11 12.3 Filing Protected Material. Without written permission from the Designating
12 Party or a court order secured after appropriate notice to all interested persons, a Party
13 may not file in the public record in this action any Protected Material. A Party that seeks
14 to file under seal any Protected Material must comply with Civil Local Rule 79-5.
15 Protected Material may only be filed under seal pursuant to a court order authorizing the
16 sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a
17 sealing order will issue only upon a request establishing that the Protected Material at
18 issue is privileged, protectable as a trade secret, or otherwise entitled to protection under
19 the law. If a Receiving Party's request to file Protected Material under seal pursuant to
20 Civil Local Rule 79-5(d) is denied by the court, then the Receiving Party may file the
21 information in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise
22 instructed by the court.
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1 13. FINAL DISPOSITION

2 Within 90 days after the final disposition of this action, as defined in paragraph 4,
3 each Receiving Party must return all Protected Material to the Producing Party or
4 destroy such material. As used in this subdivision, "all Protected Material" includes all
5 copies, abstracts, compilations, summaries, and any other format reproducing or
6 capturing any of the Protected Material. Notwithstanding this provision, Counsel are
7 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and
8 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits,
9 expert reports, attorney work product, and consultant and expert work product, even if
10 such materials contain Protected Material. Any such archival copies that contain or
11 constitute Protected Material remain subject to this Protective Order as set forth in
12 Section 4 (DURATION).
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14 Pursuant to Stipulation, IT IS SO ORDERED.

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17 Dated: May 3, 2018



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U.S. Magistrate Judge

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 I have read in its
5 entirety and understand the Stipulated Protective Order that was issued by the United
6 States District Court for the Central District of California on _____ [date] in the case
7 of *Roman v. MSL Capital*, Case No. 5:17-cv-02066-JGB-SP, I agree to comply with and
8 to be bound by all the terms of this Stipulated Protective Order and I understand and
9 acknowledge that failure to so comply could expose me to sanctions and punishment in
10 the nature of contempt. I solemnly promise that I will not disclose in any manner any
11 information or item that is subject to this Stipulated Protective Order to any person or
12 entity except in strict compliance with the provisions of this Order.

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

23 City and State where sworn and signed: _____

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25 Printed name: _____

26 Signature: _____
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