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 7 MSL CAPITAL, INC and LI RITCHEY

8 **UNITED STATES DISTRICT COURT**
 9 **CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION**

11 WILLIAM ROMAN; DESIREE
 ACOSTA; D.R., N.R., J.R., A.R., and
 12 J.R., minors, by and through their general
 guardian, DESIREE ACOSTA; DIEGO
 13 SANDOVAL; RENEE SANDOVAL;
 CATHERINE MICHELLE PEREZ; I.A.
 14 And S.A., minors, by and through their
 general guardian, CATHERINE
 15 MICHELLE PEREZ,

16 Plaintiffs,

17 vs.

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

20 Defendants.

Case No. 5:17-cv-02066-JGB-SP

Judge: Hon. Jesus G. Bernal
 Dept: 1

**STIPULATED PROTECTIVE
 ORDER**

Complaint Filed: October 7, 2017

[NOTE CHANGES MADE BY THE
 COURT TO ¶¶ 1, 7.3, 13.3]

21
 22 **1. PURPOSES AND LIMITATIONS**

23 The parties in this action acknowledge that a Stipulated Protective Order in this
 24 matter was filed on August 8, 2018. The purpose of the below protective order is to
 25 provide specific protections regarding the parties’ financial information, which is further
 26 defined herein. Discovery in this action involves production of confidential,
 27 proprietary, and/or private financial information for which special protection from
 28 public disclosure, and from use for any purpose other than prosecuting this litigation

1 may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
2 enter the following Stipulated Protective Order Regarding Financial Information
3 (hereinafter the “Order”). The parties acknowledge that this Order does not confer
4 blanket protections on all financial disclosures or responses to discovery and that the
5 protection it affords from public disclosure and use extends only to the limited
6 information or items that are entitled to confidential treatment under the applicable legal
7 principles. The parties further acknowledge, as set forth in Section 13.3, below, that this
8 Order does not entitle them to file confidential information under seal; Civil Local Rule
9 79-5 sets forth the procedures that must be followed and the standards that will be
10 applied when a party seeks permission from the court to file material under seal.

11 **2. GOOD CAUSE STATEMENT**

12 This action involves plaintiffs’ claims for compensatory and punitive damages.
13 Therefore, discovery and trial in this case involves business and personal financial
14 information for which special protection from public disclosure and from use for any
15 purpose other than prosecution of this action is warranted. Such financial information,
16 as defined herein in Section 3, is confidential. Accordingly, to expedite the flow of
17 information, to facilitate the prompt resolution of disputes over confidentiality of
18 discovery materials, to adequately protect information the parties are entitled to keep
19 confidential, to ensure that the parties are permitted reasonable necessary uses of such
20 material in preparation for and in the conduct of trial, to address their handling at the
21 end of the litigation, and serve the ends of justice, a protective order for such
22 information is justified in this matter. It is the intent of the parties that financial
23 information will not be designated as confidential for tactical reasons and that nothing
24 be so designated without a good faith belief that it has been maintained in a confidential,
25 non-public manner, and there is good cause why it should not be part of the public
26 record of this case.

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1 3. DEFINITIONS

2 3.1 Action: Case No. 5:17-cv-02066-JGB-SP

3 3.2 Challenging Party: a Party or Non-Party that challenges the designation of
4 information or items under this Order.

5 3.3 Financial Information or Items: Refers to the non-public information
6 concerning the parties’ individual and corporate/commercial assets, liabilities, credit
7 account numbers and balances, transactional information and codes, passwords,
8 social security numbers, tax identification numbers, driver’s license or permit
9 numbers, and state identification card numbers. Financial information also includes
10 information held for the purpose of credit or loan acquisition, account access, or
11 transaction initiation. Examples of financial information, include, but not limited to,
12 bank account statements, credit card statements, loan statements, tax returns, profit
13 and loss statements, and net worth statements.

14 3.4 “CONFIDENTIAL” Information or Items: financial information,
15 (regardless of how it is generated, stored or maintained) or tangible things that
16 qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified
17 above in the Good Cause Statement.

18 3.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
19 support staff).

20 3.5 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 3.6 Disclosure or Discovery Material: all financial items or information,
24 regardless of the medium or manner in which it is generated, stored, or maintained
25 (including, among other things, testimony, transcripts, and tangible things), that are
26 produced or generated in disclosures or responses to discovery in this matter.

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1 3.7 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 3.8 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 3.9 Non-Party: any natural person, partnership, corporation, association, or
8 other legal entity not named as a Party to this action.

9 3.10 Outside Counsel of Record: attorneys who are not employees of a party to
10 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 3.11 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 3.12 Producing Party: a Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action.

18 3.13 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 3.14 Protected Material: any Disclosure or Discovery Material that is
23 designated as “CONFIDENTIAL.”

24 3.15 Receiving Party: a Party that receives Disclosure or Discovery Material
25 from a Producing Party.

26 **4. 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

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

14 5. DURATION

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

23 6. DESIGNATING PROTECTED MATERIAL

24 6.1 Exercise of Restraint and Care in Designating Material for Protection.

25 Each Party or Non-Party that designates information or items for protection under
26 this Order must take care to limit any such designation to specific material that
27 qualifies under the appropriate standards. The Designating Party must designate for
28 protection only those parts of material, documents, items, or oral or written

1 communications that qualify - so that other portions of the material, documents,
2 items, or communications for which protection is not warranted are not swept
3 unjustifiably within the ambit of this Order.

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

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

12 6.2 Manner and Timing of Designations. Except as otherwise provided in this
13 Order (see, e.g., second paragraph of section 6.2(a) below), or as otherwise stipulated
14 or ordered, Disclosure or Discovery Material that qualifies for protection under this
15 Order must be clearly so designated before the material is disclosed or produced.

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic documents,
18 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
19 Producing Party affix the legend "CONFIDENTIAL" to each page that contains
20 protected material. If only a portion or portions of the material on a page qualifies for
21 protection, the Producing Party also must clearly identify the protected portion(s)
22 (e.g., by making appropriate markings in the margins). A Party or Non-Party that
23 makes original documents or materials available for inspection need not designate
24 them for protection until after the inspecting Party has indicated which material it
25 would like copied and produced. During the inspection and before the designation,
26 all of the material made available for inspection shall be deemed
27 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
28 copied and produced, the Producing Party must determine which documents, or

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

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

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

16 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
17 failure to designate qualified information or items does not, standing alone, waive the
18 Designating Party’s right to secure protection under this Order for such material.
19 Upon timely correction of a designation, the Receiving Party must make reasonable
20 efforts to assure that the material is treated in accordance with the provisions of this
21 Order.

22 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

23 7.1 Timing of Challenges. Any Party or Non-Party may challenge a
24 designation of confidentiality at any time. Unless a prompt challenge to a
25 Designating Party’s confidentiality designation is necessary to avoid foreseeable,
26 substantial unfairness, unnecessary economic burdens, or a significant disruption or
27 delay of the litigation, a Party does not waive its right to challenge a confidentiality
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1 designation by electing not to mount a challenge promptly after the original
2 designation is disclosed.

3 7.2 Meet and Confer. The Challenging Party shall initiate the dispute
4 resolution process by providing written notice of each designation it is challenging
5 and describing the basis for each challenge. To avoid ambiguity as to whether a
6 challenge has been made, the written notice must recite that the challenge to
7 confidentiality is being made in accordance with this specific paragraph of the
8 Protective Order. The parties shall attempt to resolve each challenge in good faith
9 and must begin the process by conferring directly (in voice to voice dialogue; other
10 forms of communication are not sufficient) within 14 days of the date of service of
11 notice. In conferring, the Challenging Party must explain the basis for its belief that
12 the confidentiality designation was not proper and must give the Designating Party
13 an opportunity to review the designated material, to reconsider the circumstances,
14 and, if no change in designation is offered, to explain the basis for the chosen
15 designation. A Challenging Party may proceed to the next stage of the challenge
16 process only if it has engaged in this meet and confer process first or establishes that
17 the Designating Party is unwilling to participate in the meet and confer process in a
18 timely manner.

19 7.3 Judicial Intervention. If the Parties cannot resolve a challenge without
20 court intervention, the Designating Party shall file and serve a motion to retain
21 confidentiality under Civil Local Rule 37 (and in compliance with Civil Local Rule
22 79-5, if applicable) within 21 days of the initial notice of challenge or within 14 days
23 of the parties agreeing that the meet and confer process will not resolve their dispute,
24 whichever is earlier. Each such motion must be accompanied by a competent
25 declaration affirming that the movant has complied with the meet and confer
26 requirements imposed in the preceding paragraph. Failure by the Designating Party
27 to make such a motion including the required declaration within 21 days (or 14 days,
28 if applicable) shall automatically waive the confidentiality designation for each

1 challenged designation. In addition, the Challenging Party may file a motion
2 challenging a confidentiality designation at any time if there is good cause for doing
3 so, including a challenge to the designation of a deposition transcript or any portions
4 thereof. Any motion brought pursuant to this provision must be accompanied by a
5 competent declaration affirming that the movant has complied with the meet and
6 confer requirements imposed by the preceding paragraph. The burden of persuasion
7 in any such challenge proceeding shall be on the Designating Party. Frivolous
8 challenges, and those made for an improper purpose (e.g., to harass or impose
9 unnecessary expenses and burdens on other parties) may expose the Challenging
10 Party to sanctions. Unless the Designating Party has waived the
11 confidentiality designation by failing to file a motion to retain confidentiality as
12 described above, all parties shall continue to afford the material in question the level
13 of protection to which it is entitled under the Producing Party’s designation until the
14 court rules on the challenge.

15 **8. ACCESS TO AND USE OF PROTECTED MATERIAL**

16 8.1 Basic Principles. A Receiving Party may use Protected Material that is
17 disclosed or produced by another Party or by a Non-Party in connection with this
18 case only for prosecuting, defending, or attempting to settle this litigation. Such
19 Protected Material may be disclosed only to the categories of persons and under the
20 conditions described in this Order. When the litigation has been terminated, a
21 Receiving Party must comply with the provisions of section 13 below (FINAL
22 DISPOSITION). Protected Material must be stored and maintained by a Receiving
23 Party at a location and in a secure manner that ensures that access is limited to the
24 persons authorized under this Order.

25 8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
26 ordered by the court or permitted in writing by the Designating Party, a Receiving
27 Party may disclose any information or item designated “CONFIDENTIAL” only to:

28 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as

1 employees of said Outside Counsel of Record to whom it is reasonably necessary to
2 disclose the information for this litigation and who have signed the

3 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

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

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

10 (d) the court and its personnel;

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

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

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

23 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
24 **PRODUCED IN OTHER LITIGATION**

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

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

1 include a copy of the subpoena or court order;

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

6 (c) cooperate with respect to all reasonable procedures sought to be pursued by
7 the Designating Party whose Protected Material may be affected. If the Designating
8 Party timely seeks a protective order, the Party served with the
9 subpoena or court order shall not produce any information designated in this action
10 as “CONFIDENTIAL” before a determination by the court from which the subpoena
11 or order issued, unless the Party has obtained the Designating Party’s permission.

12 The

13 Designating Party shall bear the burden and expense of seeking protection in that
14 court of its confidential material - and nothing in these provisions should be
15 construed as authorizing or encouraging a Receiving Party in this action to disobey a
16 lawful directive from another court.

17 10. 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 a Non
20 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, to
25 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) promptly notify in writing the Requesting Party and the Non-Party

1 that some or all of the information requested is subject to a confidentiality agreement
2 with a Non-Party;

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

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

7 (c) If the Non-Party fails seek a protective order from this court within 14
8 days of receiving the notice and accompanying information, the Receiving Party may
9 produce the Non-Party's confidential information responsive to the discovery
10 request.

11 If the Non-Party timely seeks a protective order, the Receiving Party shall not
12 produce any information in its possession or control that is subject to the
13 confidentiality agreement with the Non-Party before a determination by the court.
14 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
15 of seeking protection in this court of its Protected Material.

16 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

25 12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 26 PROTECTED MATERIAL

27 When a Producing Party gives notice to Receiving Parties that certain
28 inadvertently produced material is subject to a claim of privilege or other protection,

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

9 **13. MISCELLANEOUS**

10 13.1 Right to Further Relief. Nothing in this Order abridges the right of any
11 person to seek its modification by the court in the future.

12 13.2 Right to Assert Other Objections. By stipulating to the entry of this
13 Protective Order no Party waives any right it otherwise would have to object to
14 disclosing or producing any information or item on any ground not addressed in this
15 Stipulated Protective Order. Similarly, no Party waives any right to object on any
16 ground to use in evidence of any of the material covered by this Protective Order.

17 13.3 Filing Protected Material. Without written permission from the
18 Designating Party or a court order secured after appropriate notice to all interested
19 persons, a Party may not file in the public record in this action any Protected
20 Material. A Party that seeks to file under seal any Protected Material must comply
21 with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant
22 to a court order authorizing the sealing of the specific Protected Material at issue.
23 Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request
24 establishing that the Protected Material at issue is privileged, protectable as a trade
25 secret, or otherwise entitled to protection under the law. If a Receiving Party's
26 request to file Protected Material under seal pursuant to Civil Local Rule 79-5 is
27 denied by the court, then the Receiving Party may file the information in the public
28 record unless otherwise instructed by the court.

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under
penalty of perjury that I have read in its entirety and understand the Stipulated
Protective Order that was issued by the United States District Court for the Central
District of California on _____ [date] in the case of Roman v. MSL Capital,
Case No. 5:17-cv-02066-JGB-SP, I agree to comply with and to be bound by all the
terms of this Stipulated Protective Order Regarding Financial Information and I
understand and acknowledge that failure to so comply could expose me to sanctions
and punishment in the nature of contempt. I solemnly promise that I will not disclose
in any manner any information or item that is subject to this Stipulated Protective
Order to any person or entity except in strict compliance with the provisions of this
Order. I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order Regarding Financial Information, even if such
enforcement proceedings occur after termination of this action. I hereby appoint
[print or type full name] _____ of
_____ [print or type full address and telephone number] as my
California agent for service of process in connection with this action or any
proceedings related to enforcement of this Stipulated Protective Order Regarding
Financial Information.

Date: _____
City and State where sworn and signed: _____

Printed name: _____

Signature: _____

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