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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
(SOUTHERN DIVISION)**

PAUL SAPAN

Plaintiff,

v.

LEXINGTON MORTGAGE CORPORATION d/b/a LEXINGTON HOME LOANS, a California corporation; and SPIROS K. CHENG, an individual,

Defendants.

Case No.: 8:16-CV-01718 JVS (DFMx)

PROTECTIVE ORDER

Judge: Hon. James V. Selna
Courtroom: 10C
Complaint Filed: September 15, 2016
Trial Date: October 17, 2017

The Court recognizes that many of the documents and much of the information being sought by Defendant Lexington Mortgage Corporation (“Lexington”) from Vonage America, Inc. (“Vonage”) through subpoena in the above-captioned action are personal in nature and normally kept confidential. The documents may contain personal and confidential information of Plaintiff Paul Sapan (“Sapan”).

Lexington and Sapan shall be bound by the terms of this Protective Order (“Order”) in this action as it relates to documents produced by Vonage under subpoena to

1 facilitate document production and disclosure, and protect the interests of Sapan in his
2 personal and confidential information. Unless modified pursuant to the terms contained
3 in this Order, this Order shall remain in effect through and after the conclusion of this
4 litigation.

5 IT IS THEREFORE ORDERED THAT:

6 1. All documents produced by Vonage shall be deemed confidential
7 documents containing confidential and personal information of Sapan and shall be
8 limited in disclosure as set forth in this Order.

9 2. All documents produced by Vonage shall not be disclosed to any third party
10 and shall only be viewed by counsel for Lexington, counsel for Sapan and the paralegals,
11 secretaries and other support staff employed by Prato & Reichman, APC, and Phillips
12 Law Corporation, except as set forth in this Order.

13 3. Lexington and Sapan may disclose documents produced by Vonage for use
14 at trial as an exhibit or for any other use at trial, though such documents will be subject to
15 objection and possible exclusion as any other evidence would be.

16 4. Lexington and Sapan may disclose documents produced by Vonage for use
17 at a deposition, though such documents will be subject to objection and possible
18 exclusion as any other evidence would be..

19 5. Lexington and Sapan may disclose documents produced by Vonage for use
20 in support of a motion or other court filing, including in support of an appeal, though
21 such documents will be subject to objection and possible exclusion as any other evidence
22 would be..

23 6. Nothing in this Order shall be construed as a waiver of any rights under any
24 prior agreements between the Parties to the litigation governing confidentiality and/or
25 nondisclosure of the confidential information. Further, nothing in this Order shall be
26 construed as a waiver of claims or disputes raised by either Party in the underlying
27 litigation.


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7. This Order may be modified by agreement of the parties, subject to approval by the Court.

8. The Court may modify the terms and conditions of this Order for good cause, or in the interest of justice, or on its own order at any time in these proceedings.

DATED: July 24, 2017



HON. DOUGLAS F. McCORMICK
UNITED STATES MAGISTRATE JUDGE