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12 **UNITED STATES DISTRICT COURT**
 13 **CENTRAL DISTRICT OF CALIFORNIA**
 14 **SOUTHERN DIVISION**

15 MARCKUS WILLIAMS, on behalf of
 16 himself and those similarly situated,
 17 and FAIR HOUSING CENTER OF
 18 CENTRAL INDIANA,

19 Plaintiffs,

20 v.

21 TAH OPERATIONS LLC,

22 Defendant.

Case No. 8:24-cv-02534-DOC-DFM

~~PROPOSED~~ **STIPULATED
PROTECTIVE ORDER**

1 **STIPULATION AND [PROPOSED] ORDER**

2 In the interests of (1) ensuring efficient and prompt resolution of this Action;
3 (2) facilitating discovery by the Parties litigating this Action; and (3) protecting
4 confidential information from improper disclosure or use, Plaintiffs and Defendant
5 (collectively, “Parties”), by and through their respective counsel hereby stipulate and
6 agree to the terms of this Stipulated Protective Order.

7 **IT IS HEREBY STIPULATED**, and the Court, upon good cause shown and
8 pursuant to Federal Rule of Civil Procedure 26(c)(1), ORDERS as follows:

9 **I. INTRODUCTION**

10 A. Purposes and Limitations.

11 Disclosure and discovery activity in this Action are likely to involve production
12 of confidential, proprietary, or private information for which special protection from
13 public disclosure and from use for any purpose other than prosecuting this litigation
14 may be warranted. Accordingly, the Parties hereby stipulate to and petition the court to
15 enter the following Stipulated Protective Order. The Parties acknowledge that this
16 Order does not confer blanket protections on all disclosures or responses to discovery
17 and that the protection it affords from public disclosure and use extends only to the
18 limited information or items that are entitled to confidential treatment under the
19 applicable legal principles. The Parties further acknowledge, as set forth in Section G,
20 below, that this Stipulated Protective Order does not entitle them to file confidential
21 information under seal; rather Local Rule 79-5 sets forth the procedures that must be
22 followed and the standards that will be applied when a Party seeks permission from the
23 Court to file material under seal.

24 B. Scope.

25 All Documents, electronically stored information, items, and other information
26 produced or adduced in the course of discovery, regardless of the medium or manner
27 generated, stored, maintained or revealed (including, among other things, initial
28 disclosures, responses to discovery requests, deposition testimony, and exhibits), and

1 information derived directly therefrom, concerning Confidential or Highly Confidential
2 Information as defined below shall be subject to this Order. This Order shall apply to
3 any named Party to this Action (including all of its officers, directors, employees,
4 retained experts, Outside Counsel (and their support staff)). This Order is subject to the
5 Local Rules of this District and the Federal Rules of Civil Procedure on matters of
6 procedure and calculation of time periods.

7 **II. DEFINITIONS**

8 A. As used herein:

9 1. “Action” means the above-captioned action pending in this Court,
10 including any related discovery, pre-trial, trial, post-trial, or appellate proceedings.

11 2. “Challenging Party” means a Party or Non-Party that challenges the
12 designation of information or items under this Order.

13 3. “Confidential Information” means any Document which contains
14 confidential or proprietary business, commercial, research, personnel, product or
15 financial content belonging to the Producing Party, and which is designated as
16 “CONFIDENTIAL” for purposes of this litigation. Confidential Information may fall
17 within one or more of the following exemplary categories: (i) information prohibited
18 from disclosure by statute or contractual agreement; (ii) information that reveals trade
19 secrets; (iii) research, technical, commercial or financial information that the party has
20 maintained as confidential; (iv) medical information concerning any individual; (v)
21 personally identifiable information (“PII”), protected health information (“PHI”), and
22 other information protected by privacy laws and regulations; or (vi) income tax returns
23 (including attached schedules and forms), W-2 forms and 1099 forms. The Parties will
24 make reasonable efforts to ensure that information or documents that are available to
25 the public or readily ascertainable by the public are not designated as Confidential
26 Information.

27 4. “Defendant” means TAH Operations LLC and its employees,
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1 agents, representatives, parents, subsidiaries, affiliates, successors, and assigns.

2 5. “Designated Materials” means documents or other materials
3 produced in this Action labelled or affixed with the words “CONFIDENTIAL” or
4 “HIGHLY CONFIDENTIAL.”

5 6. “Designating Party” means a Party or Non-Party that designates
6 information or items that it produces in disclosures or in responses to discovery as
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

8 7. “Disclose” or “Disclosed” means shown, divulged, revealed,
9 produced, described, transmitted, or otherwise communicated, in whole or in part.

10 8. “Document” means any document or electronically stored
11 information, as the term is used in Federal Rule of Civil Procedure 34(a).

12 9. “Highly Confidential Information” means any Document which a
13 Producing Party believes to be so highly sensitive that: (i) it is the subject of reasonable
14 efforts to maintain its secrecy; (ii) it is sufficiently valuable and secret to afford a
15 potential or actual advantage over others; (iii) its disclosure to existing or potential
16 competitors or customers would cause injury to the business, commercial, competitive,
17 or financial interests of the Producing Party and (iv) it is designated as “HIGHLY
18 CONFIDENTIAL” for purposes of this litigation. By way of example only, Highly
19 Confidential Information may include but is not limited to: (a) current or future business
20 strategies and other strategic planning information; (b) projections or plans regarding
21 performance, budgets, production, output, sales, marketing or distribution practices; (c)
22 research and development information; (d) manufacturing know-how or technology; (e)
23 board of directors materials and presentations; (f) customer lists or information; (g)
24 negotiation strategies; (h) proprietary software, systems, or processes; (i) margin, cost,
25 and pricing information; or (j) intellectual property.

26 10. “In-House Counsel” means any lawyer employed by a Party,
27 including their support staff.

28 11. “Non-Party” means any natural person, partnership, corporation,

1 association, or other legal entity not named as a Party to this Action.

2 12. "Outside Counsel" means the law firm(s) who represent or are
3 retained by any Party, including any attorneys, paralegals, and other professional
4 personnel (including support and IT staff), agents, or independent contractors retained
5 by the Party that such law firm(s) assign(s).

6 13. "Party" or "Parties" means any individual Plaintiff or Defendant in
7 the above-captioned action, or Plaintiffs and Defendant collectively.

8 14. "Person" or "Persons" means any natural person, corporate entity,
9 partnership, association, joint venture, governmental entity, or trust.

10 15. "Producing Party" means any Party or Non-Party that discloses or
11 produces Designated Materials in this Action.

12 16. "Protected Material" means any Document that is designated as
13 Confidential or Highly Confidential or otherwise protected by any applicable privilege
14 or protection from disclosure.

15 17. "Receiving Party" means any Party or Non-Party who receives
16 Designated Materials from a Producing Party.

17 **III. DESIGNATION**

18 A Party may designate a Document as Confidential or Highly Confidential
19 Information for protection under this Order by placing or affixing the words
20 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" on each page of the Document
21 and on all copies in a manner that will not interfere with the legibility of the Document.
22 To the extent a Document is produced in a form in which placing or affixing the words
23 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" on the Document is not
24 practicable, the Producing Party may designate the Document by cover letter, slip sheet,
25 appending the designation the electronic file name, or by affixing a label to the
26 production media containing the Document. As used in this Order, "copies" includes
27 electronic images, duplicates, extracts, summaries or descriptions that contain the
28 Confidential or Highly Confidential Information. The marking "CONFIDENTIAL" or

1 “HIGHLY CONFIDENTIAL” shall be applied prior to or at the time the Documents
2 are produced or Disclosed. Applying such marking to a Document does not mean that
3 the Document has any status or protection by statute or otherwise except to the extent
4 and for the purposes of this Order. Any copies that are made of any Documents marked
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” shall also be so marked, except
6 that indices, electronic databases or lists of Documents that do not contain substantial
7 portions or images of the text of Documents designated as Confidential or Highly
8 Confidential Information and do not otherwise disclose the substance of the
9 Confidential or Highly Confidential Information are not required to be marked.

10 **IV. DEPOSITIONS**

11 **A. General Provisions.** Unless all Parties agree otherwise on the record at
12 the time the deposition testimony is taken, all deposition testimony taken in this case
13 shall be treated as Confidential Information for a period of thirty (30) days after the
14 transcript is delivered to the Party being deposed. If counsel for any Party states on the
15 record that the deposition testimony should be treated as Highly Confidential
16 Information, such testimony will be treated as Highly Confidential Information for the
17 thirty (30)-day period following the delivery of the transcript to the Party seeking to
18 designate Designated Material as confidential. No later than the thirtieth day after the
19 transcript is delivered to the Party being deposed or a Party seeking to designate
20 Designated Material as confidential, whichever is later, a Party may serve a Notice of
21 Designation to all parties of record and the court reporter for the deposition in question
22 as to specific pages of the transcript that are designated Confidential or Highly
23 Confidential Information, and thereafter only those portions identified in the Notice of
24 Designation shall be protected by the terms of this Order. The court reporter shall
25 provide a final copy of the transcript that reflects any designations of pages of the
26 transcript as Confidential or Highly Confidential Information in the lower left-hand
27 corner of each designated page.

1 B. **Filing During Thirty (30)-Day Period.** If counsel for any Party seeks to
2 file a transcript or portion thereof with the Court before the time for serving a Notice of
3 Designation has expired, counsel shall contact counsel for all other Parties to inquire
4 whether any Party objects to the relevant transcript portions being filed publicly. If
5 counsel for any Party objects within three (3) business days, the filing counsel shall
6 follow the Court’s procedures for filing the transcript under seal. If no Party objects
7 within three (3) business days, the filing counsel may file the transcript portions publicly
8 on the docket.

9 **V. PROTECTION OF CONFIDENTIAL OR HIGHLY CONFIDENTIAL**
10 **DESIGNATED MATERIAL**

11 A. **General Protections.** Except as set forth below, Confidential or Highly
12 Confidential Information shall not be used or Disclosed by the Parties, counsel for the
13 Parties or any other persons identified in subparagraph (B) for any purpose whatsoever
14 other than the prosecution or defense of claims in, or the settlement of, this Action,
15 including any appeal thereof. Nothing in this Order, however, shall prevent or prejudice
16 any Party designating Documents Confidential or Highly Confidential Information
17 from using its own such designated Documents for any purpose, including privately
18 disclosing its own Confidential or Highly Confidential Information to others not
19 mentioned in this Paragraph E, and such private disclosure shall not waive the
20 protections of this Order.

21 B. **Limited Third-Party Disclosures.** The Parties and counsel for the Parties
22 shall not Disclose or permit the disclosure of any Confidential or Highly Confidential
23 Information to any third person or entity except as set forth below.

24 C. Subject to these requirements, the following categories of Persons may be
25 allowed to review Confidential Information:

26 1. Counsel. Outside Counsel for the Parties or In-House Counsel for
27 the Parties, including employees and support staff of such counsel, who have
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1 responsibility for the preparation and trial of the Action;

2 2. Parties. Individual Parties and employees of such Party, but only to
3 the extent counsel has a good-faith basis for believing the disclosure of such
4 Confidential Information is reasonably necessary to the prosecution and/or defense of
5 this Action. The Receiving Party shall require any such individual employee to whom
6 such Confidential Information is shown to complete the certification contained in
7 Attachment A to this Order and the Receiving Party shall retain the signed Attachment
8 A and to the extent request provide a list to the Designating Party a list of all individuals
9 who have signed Attachment A;

10 3. The Court and its personnel;

11 4. Any special master, mediator, arbitrator, trustee, or monitor and
12 their staff that the Parties engage in this Action or that this Court appoints;

13 5. Court Reporters and Recorders. Court reporters and recorders
14 engaged for depositions;

15 6. Contractors and Vendors. Those Persons specifically engaged for
16 the limited purpose of making copies of Documents or organizing or processing
17 Documents, including outside vendors hired to process electronically stored Documents
18 but only after such Persons have completed the certification contained in Attachment A
19 to this Order (only one certification is required for such a Contractor or Vendor if signed
20 by a person with authority to bind the entity);

21 7. Consultants and Experts. Consultants, investigators, or experts
22 employed by the parties or counsel for the parties to assist in the preparation and trial
23 of this Action but only after such Persons confirm that they have not been retained by
24 another Party or a competitor for another Party and have completed the certification
25 contained in Attachment A to this Order;

26 8. Witnesses. During depositions or testimony at trial or any hearing,
27 witnesses in this Action to whom disclosure is reasonably necessary, provided that
28 counsel for the Party intending to disclose the information has a good-faith basis for

1 believing such Confidential Information is relevant to events, transactions, discussions,
2 communications or data about which the witness is expected to testify or about which
3 the witness may have knowledge. Witnesses shall not retain a copy of Documents
4 containing Confidential Information, except witnesses may receive a copy of all
5 exhibits marked at their depositions in connection with review of the transcripts;

6 9. Author or recipient. The author or recipient of the Document in the
7 ordinary course of business;

8 10. Identified Persons. Any Person who is referenced in the Document
9 or whose conduct is purported to be identified in the Document, provided that counsel
10 for the Party intending to disclose the information has a good-faith basis for believing
11 such Confidential Information is relevant to events, transactions, discussions,
12 communications or data about which the Person has knowledge; disclosure to such
13 Person is limited to the portion of the Document in which the Person or Person's
14 conduct is identified or referenced; and such Person has completed the certification
15 contained in Attachment A to this Order;

16 11. Mock jurors or mock judges who have signed an undertaking or
17 agreement agreeing not to publicly disclose Protected Material and to keep any
18 information concerning Protected Material confidential; and

19 12. Others by Consent. Other persons only by written consent of the
20 Producing Party or upon order of the Court and on such conditions as may be agreed or
21 ordered, but such consent shall not be unreasonably withheld.

22 D. The following categories of Persons may be allowed to review Highly
23 Confidential Information:

24 1. Outside Counsel. Outside counsel for the Parties including
25 employees and support staff of such counsel, who have responsibility for the preparation
26 and trial of the Action provided that such individuals do not regularly participate in the
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1 commercial business activities of the Party;

2 2. The Court and its personnel;

3 3. Any special master, mediator, arbitrator, trustee, or monitor and
4 their staff that the Parties engage in this Action or that this Court appoints;

5 4. Court Reporters and Recorders. Court reporters and recorders
6 engaged for depositions;

7 5. Contractors and Vendors. Those Persons specifically engaged for
8 the limited purpose of making copies of Documents or organizing or processing
9 Documents, including outside vendors hired to process electronically stored Documents
10 but only after such Persons have completed the certification contained in Attachment A
11 to this Order (only one certification is required for such a Contractor or Vendor if signed
12 by a person with authority to bind the entity);

13 6. Consultants and Experts. Consultants, investigators, or experts
14 employed by the parties or counsel for the parties to assist in the preparation and trial
15 of this Action but only after such Persons confirm that they have not been retained by
16 another Party or a competitor for another Party and have completed the certification
17 contained in Attachment A to this Order;

18 7. Witnesses. During depositions or testimony at trial or any hearing,
19 witnesses in this Action to whom disclosure is reasonably necessary to the prosecution
20 and/or defense of this Action, and also provided that counsel for the Party intending to
21 disclose the information has a good-faith basis for believing such Highly Confidential
22 Information is relevant to events, transactions, discussions, communications or data
23 about which the witness is expected to testify or about which the witness may have
24 knowledge. Before disclosing any Document pursuant to this paragraph, counsel who
25 intends to disclose the Document must first notify counsel for the designating Party of
26 their intent to do so, unless the witness is the designating Party of an employee of the
27 designating Party. At depositions, trial or hearings, such notice may be accomplished
28 by presenting a copy of the Highly Confidential Information to counsel for the

1 designating Party and permitting counsel an opportunity to object before the document
2 is shown to the witness. The designating Party shall not object to the document being
3 shown to the Witness unless the designating Party can articulate specific reasons as to
4 why the document cannot be shown to the Witness. Until the designating Party agrees
5 to the disclosure, or the Court orders such disclosure, Highly Confidential Information
6 shall not be Disclosed to or discussed with any witness other than a witness who is the
7 designating Party or an employee of the designating Party. Any witness who is shown
8 a document marked Highly Confidential during their deposition or testimony shall
9 complete the certification contained in Attachment A to this Order. Witnesses shall not
10 retain a copy of Documents containing Highly Confidential Information, except
11 witnesses may receive a copy of all exhibits marked at their depositions in connection
12 with review of the transcripts. Pages of transcribed testimony or exhibits to depositions
13 that are designated as Highly Confidential Information must be separately bound by the
14 court reporter and may not be Disclosed to anyone except as permitted under this Order;

15 8. Author or recipient. The author or recipient of the Document in the
16 ordinary course of business (not including a Person who received the Document solely
17 in the course of litigation);

18 9. Identified Persons. Any Person who is referenced in the Document
19 or whose conduct is purported to be identified in the Document, provided that counsel
20 for the Party intending to disclose the information has a good-faith basis for believing
21 such Highly Confidential Information is relevant to events, transactions, discussions,
22 communications or data about which the Person has knowledge; disclosure to such
23 Person is limited to the portion of the Document in which the Person or person's conduct
24 is identified or referenced; and such person has completed the certification contained in
25 Attachment A to this Order;

26 10. Mock jurors or mock judges who have signed an undertaking or
27 agreement agreeing not to publicly disclose Protected Material and to keep any
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1 information concerning Protected Material confidential; and

2 11. Others by Consent. Other persons only by written consent of the
3 Producing Party or upon order of the Court and on such conditions as may be agreed or
4 ordered, but such consent shall not be unreasonably withheld.

5 E. **High Level Summaries.** Nothing in this Order shall be construed to
6 prevent Counsel from advising their clients with respect to the Action based in whole
7 or in part on Protected Materials, provided Counsel does not disclose the Protected
8 Material itself except as provided in this Order.

9 F. **Control of Documents.** Counsel for the Parties shall make reasonable
10 efforts to prevent unauthorized or inadvertent disclosure of Confidential or Highly
11 Confidential Information.

12 G. To the extent any person is required to complete the certification contained
13 in Attachment A to this Order, facsimile signatures or signatures transferred in
14 electronic format (*e.g.*, PDF) shall be treated as original signatures purposes of this
15 Order. Executed Attachment A forms need not be provided to Parties or any Non-Party
16 but must be maintained by Outside Counsel until the closure of this Action, and may be
17 subject to inspection by any Party, Non-Party, or the Court should an issue arise.

18 **VI. FAILURE TO DESIGNATE**

19 A failure to designate a Document as Confidential or Highly Confidential
20 Information does not, standing alone, waive the right to so designate the Document. If
21 a Producing Party designates a Document as Confidential or Highly Confidential
22 Information after it was initially produced, the Receiving Party, on notification of the
23 designation, must make a reasonable effort to ensure that the Document is treated in
24 accordance with the provisions of this Order. No Party shall be found to have violated
25 this Order for failing to maintain the confidentiality of Designated Material during a
26 time when that Designated Material has not been designated Confidential or Highly
27 Confidential Information. To the extent that the Receiving Party has shared any
28 material that is designated as Protected Material after such material has been provided

1 to third parties, the Receiving Party must comply with the requirements set forth in
2 Paragraph M, below.

3 **VII. FILING OF CONFIDENTIAL OR HIGHLY CONFIDENTIAL**
4 **INFORMATION**

5 This Order does not, by itself, authorize the filing of any Document under seal.
6 Any Party wishing to file a Document designated as Confidential or Highly Confidential
7 Information in connection with a motion, brief or other submission to the Court must
8 comply with Local Rule 79-5.

9 **VIII. CHALLENGES BY A PARTY TO DESIGNATION AS CONFIDENTIAL**
10 **OR HIGHLY CONFIDENTIAL INFORMATION**

11 Any Party may challenge a designation of confidentiality at any time that is
12 consistent with the Court's Scheduling Order. Unless a prompt challenge to a
13 Designating Party's confidentiality designation is necessary to avoid foreseeable,
14 substantial unfairness, unnecessary economic burdens, or a significant disruption or
15 delay of the litigation, a Party does not waive its right to challenge a confidentiality
16 designation by electing not to mount a challenge promptly after the original designation
17 is disclosed. The following procedure shall apply to any such challenge.

18 A. **Meet and Confer.** A Party challenging the designation of Confidential or
19 Highly Confidential Information shall initiate the dispute resolution process under
20 Local Rule 37-1 *et seq.*

21 B. **Joint Stipulation.** Any challenge submitted to the Court shall be via joint
22 stipulation pursuant to Local Rule 37-2. The burden of persuasion in any such challenge
23 proceeding shall be on the Designating Party, who shall have the right to respond to any
24 motion filed by a Challenging Party. Until the Court rules on the challenge, all Parties
25 shall continue to treat the Document as Confidential or Highly Confidential Information
26 under the terms of this Order. As such, any motion challenging a confidentiality
27 designation must not publicly file the Documents with contested designations nor
28 describe them in a manner that would reveal Confidential or Highly Confidential

1 Information.

2 **IX. USE OF CONFIDENTIAL OR HIGHLY CONFIDENTIAL**
3 **DOCUMENTS OR INFORMATION AT TRIAL**

4 Nothing in this Order shall be construed to limit the use of any Document at any
5 trial or hearing provided that the Parties take necessary advance precautions to avoid
6 the public disclosure of Confidential or Highly Confidential Information. A Party that
7 intends to present or that anticipates that another Party may present Confidential or
8 Highly Confidential Information at a hearing or trial shall bring that issue to the Court's
9 and Parties' attention by motion or in a pretrial memorandum sufficiently in advance of
10 the proceeding without disclosing the Confidential or Highly Confidential Information.
11 The Court may thereafter make such orders as are necessary to govern the use of such
12 Documents at hearing or trial.

13 **X. THIRD PARTIES**

14 In seeking discovery from third parties, the Parties shall attach this Order to a
15 copy of any subpoena or other discovery request. Third parties from whom discovery
16 is requested shall be considered parties to this Order and are entitled to the protections
17 of this Order in responding to such requests.

18 **XI. CONFIDENTIAL OR HIGHLY CONFIDENTIAL INFORMATION**
19 **SUBPOENAED, REQUESTED OR ORDERED PRODUCED IN OTHER**
20 **LITIGATION**

21 A. If a Receiving Party is served with a subpoena, discovery request, or an
22 order issued in other litigation that would compel disclosure of any Document
23 designated in this Action as Confidential or Highly Confidential Information, the
24 Receiving Party must so notify the Designating Party, in writing, immediately and in
25 no event more than three (3) court days after receiving the subpoena or order. Receiving
26 Party must cooperate with respect to all reasonable procedures sought to be pursued by
27 the Designating Party whose Protected Material may be affected. Such notification
28 must include a copy of the subpoena or court order.

1 B. The Receiving Party also must immediately inform in writing the party
2 who caused the subpoena, discovery request, or order to issue in the other litigation that
3 some or all of the Designated Material covered by the subpoena, discovery request, or
4 order is the subject of this Order. In addition, the Receiving Party must deliver a copy
5 of this Order promptly to the party in the other litigation that caused the subpoena to
6 issue.

7 C. The purpose of imposing these duties is to alert the interested Persons to
8 the existence of this Order and to afford the Designating Party in this case an
9 opportunity to protect its Confidential or Highly Confidential Information in the court
10 from which the subpoena, discovery request or order issued. If the Designating Party
11 timely seeks a protective order, the party served with the subpoena or court order shall
12 not produce any information designated in this action as Confidential or Highly
13 Confidential before a determination by the court from which the subpoena or order
14 issued, unless the party has obtained the Designating Party's permission. The
15 Designating Party shall bear the burden and the expense of seeking protection in that
16 court of its Confidential or Highly Confidential Information, and nothing in these
17 provisions should be construed as authorizing or encouraging a Receiving Party in this
18 Action to disobey a lawful directive from another court.

19 **XII. UNAUTHORIZED DISCLOSURE OR USE**

20 If the Receiving Party learns that it or its counsel, officers, directors, employees,
21 consultants, experts or other agents have Disclosed Documents designated Confidential
22 or Highly Confidential Information in any circumstance not authorized under this
23 Order, that Party must within three (3) business days of learning of such disclosure (a)
24 notify the Producing Party of the disclosure and all pertinent facts relating thereto, (b)
25 make every reasonable effort to prevent disclosure by each unauthorized Person who
26 received such information, (c) use reasonable best efforts to retrieve all copies of the
27 protected Documents Disclosed to unauthorized Persons, (d) inform the Person or
28 Persons to whom unauthorized disclosures were made of the terms of this Order, and

1 (e) request that each such Person execute the certification contained in Exhibit A to this
2 Order. Nothing contained herein shall limit the right of the Producing Party to seek
3 relief against the Party responsible for such disclosure. Further, nothing in this Order
4 shall restrict in any way a Producing Party's use or disclosure of its own Protected
5 Material.

6 **XIII. GENERATIVE AI**

7 Protected Information shall not be submitted to any open Generative AI tool (i.e.
8 ChatGPT) or any substantially similar tool that is available to the public. Providing
9 Protected Information to an open tool is considered disclosure to a third party. The
10 obligations and restrictions of this paragraph apply even where the data or the Protected
11 Material has been anonymized.

12 **XIV. DATA SECURITY**

13 Receiving Parties must take reasonable precautions to protect Protected Material
14 from loss, misuse and unauthorized access, disclosure, alteration and destruction. Such
15 measures shall include:

16 A. Reasonably preventing unauthorised persons from gaining access to
17 Protected Material (physical access control).

18 B. Reasonably preventing Protected Material from being used without
19 authorisation (logical access control) including, but not limited to, the use of passwords.

20 C. Reasonably ensuring that persons entitled to use a Protected Material gain
21 access only to such Protected Material as they are entitled to access in accordance with
22 their access rights, and that, in the course of processing or use and after storage,
23 Protected Material cannot be read, copied, modified or deleted without authorisation
24 (data access control).

25 D. Reasonably ensuring that Protected Material cannot be read, copied,
26 modified or deleted without authorisation during electronic transmission, transport or
27 storage on storage media, and that the target entities for any transfer of Protected
28 Material by means of data transmission facilities can be established and verified (data

1 transfer control).

2 E. Reasonably ensuring the establishment of an audit trail to document
3 whether and by whom Protected Material have been entered into, modified in, or
4 removed from Protected Material processing systems, (entry control).

5 F. Reasonably ensuring that Protected Material are processed solely in
6 accordance with instructions from Counsel or Receiving Party (control of instructions).

7 **XV. BREACH NOTIFICATION AND COOPERATION CLAUSE**

8 If the Receiving Party discovers that an unauthorized person or persons has
9 accessed or obtained the Protected Materials of another Party, the Receiving Party shall:
10 (1) provide written notice to Producing Party of such breach within ten (10) business
11 days of Receiving Party's discovery of the breach; (2) investigate and remediate the
12 effects of the breach, and provide Producing Party with assurance reasonably
13 satisfactory to Producing Party that such breach shall not recur; and (3) provide
14 sufficient information about the breach that the Producing Party can reasonably
15 ascertain the size and scope of the breach including, but not limited to, the nature of the
16 compromise, the timing of the compromise, the documents compromised, the nature of
17 the unauthorized party, and the data security in place at the time of the compromise. If
18 required by any judicial or governmental request, requirement or order to disclose such
19 information, the Receiving Party shall take all reasonable steps to give the Producing
20 Party sufficient prior notice in order to contest such request, requirement or order
21 through legal means. The Receiving Party agrees to provide reasonable cooperation to
22 the Producing Party or law enforcement in investigating any such security incident. In
23 any event, the Receiving Party shall promptly take all necessary and appropriate
24 corrective action to terminate the unauthorized access as it deems appropriate in its good
25 faith and reasonable judgment. If the unauthorized access or disclosure of the Protected
26 Material requires notice to individuals, organizations or regulators under applicable law,
27 then the Receiving Party shall follow the reasonable instructions of the Producing Party
28 regarding such notice at their own cost.

1 **XVI. OBLIGATIONS ON CONCLUSION OF LITIGATION**

2 A. **Order Continues in Force.** Unless otherwise agreed or ordered, this
3 Order shall remain in force after dismissal or entry of final judgment. The Court shall
4 retain jurisdiction to hear disputes regarding documents produced under this Order even
5 after dismissal or entry of final judgment.

6 B. **Obligations at Conclusion of Litigation.** Within sixty (60) days after
7 dismissal or entry of final judgment not subject to further appeal, all Confidential and
8 Highly Confidential Information, including copies as defined in Paragraph C
9 (“Designation”), shall be returned to the Producing Party unless: (1) the Document has
10 been offered into evidence or filed without restriction as to disclosure; (2) the Parties
11 agree to destruction to the extent practicable in lieu of return; or (3) as to Documents
12 bearing the notations, summations or other mental impressions of the Receiving Party,
13 that Party elects to destroy the Documents and certifies to the Producing Party that it
14 has done so.

15 C. **Retention of Work Product and Filed Documents.** Notwithstanding the
16 above requirements to return or destroy Documents, counsel may retain (1) email
17 correspondence related to their representation, (2) attorney work product; and (3) copies
18 of (a) all Documents filed with or by the Court, including those filed under seal; (b) all
19 transcripts of depositions, including exhibits; and (c) all final expert witness reports and
20 supporting materials Disclosed pursuant to Rule 26 of the Federal Rules of Civil
21 Procedure. Any retained Confidential or Highly Confidential Information shall
22 continue to be protected under this Order. An attorney may use his or her work product
23 in subsequent litigation, provided that its use does not disclose Confidential or Highly
24 Confidential Information. Nothing in this Order shall be construed to require the
25 destruction or return of Confidential or Highly Confidential Information stored in
26
27
28

1 counsels' archives, back-up media, or disaster recovery media.

2 **XVII. ORDER SUBJECT TO MODIFICATION**

3 This Order shall be subject to modification by the Court on its own initiative or
4 on motion of a Party or any other person with standing concerning the subject matter.
5 Parties and Non-Parties may also agree in writing to modifications of this Order, so long
6 as all Parties are in agreement.

7 **XVIII. PERSONS BOUND**

8 This Order shall take effect when entered and shall be binding upon all counsel
9 of record and their law firms, the parties, and persons made subject to this Order by its
10 terms.

11 **XIX. FUTURE PARTIES**

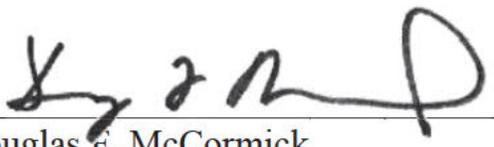
12 The terms of this Order shall be binding upon all current and future parties to this
13 litigation and their counsel; any Party appearing in the litigation following entry of this
14 Order shall be deemed to have joined the case subject to its provisions.

15 **XX. PERSONAL JURISDICTION**

16 Nothing herein shall be construed as a determination by the Court, or as a consent
17 or waiver by any Party, or parent or affiliate of any Party, that such Party, or parent or
18 affiliate of a Party, is subject to personal jurisdiction in this Court or that discovery as
19 to such Party, or parent or affiliate of a Party, shall proceed pursuant to the Federal
20 Rules of Civil Procedure.

21
22 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED:

23 DATED: March 6, 2025

24 
25 _____
26 Douglas F. McCormick
27 United States Magistrate Judge
28

1 **IT IS SO STIPULATED.**

2 DATED: February 28, 2025

Respectfully submitted,

3
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18 *Attorneys for Plaintiffs Marckus*
19 *Williams, on behalf of himself and those*
20 *similarly situated, and Fair Housing*
21 *Center of Central Indiana*

By: /s/ Robyn E. Bladow
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Attorneys for Defendant TAH Operations
LLC

1 **ATTESTATION OF COMPLIANCE**

2 Pursuant to L.R. 5-4.3.4, the filer, Robyn E. Bladow, attests that all other
3 signatories listed, and on whose behalf the filing is being submitted, concur in the
4 filing’s content and have authorized the filing.

5
6 Dated: February 28, 2025

Respectfully submitted,

7 By: /s/ Robyn E. Bladow

8 Robyn E. Bladow

9 Nathaniel Edward Haas

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11 Los Angeles, CA 90071

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13 nathaniel.haas@kirkland.com

14 *Attorneys for Defendant TAH Operations*
15 *LLC*

ATTACHMENT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

The undersigned hereby acknowledges that he/she has read the Protective Order in the above-captioned action and attached hereto, understands the terms thereof, and agrees to be bound by its terms. The undersigned submits to the jurisdiction of the United States District Court for the Central District of California in matters relating to the Protective Order and understands that the terms of the Protective Order obligate him/her to use materials designated as Confidential or Highly Confidential Information in accordance with the Order solely for the purposes of the above-captioned action, and not to disclose any such Confidential or Highly Confidential Information to any other person, firm, or concern.

The undersigned acknowledges that violation of the Protective Order may result in Penalties for contempt of court.

Name: _____

Job Title: _____

Employer: _____

Business Address: _____

Date: _____

Signature: _____