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7 **Attorneys for Plaintiff**

8 **Federal Deposit Insurance Corporation**

9 **as Receiver for IndyMac Bank, F.S.B.**

10 **UNITED STATES DISTRICT COURT**

11 **EASTERN DISTRICT OF CALIFORNIA, WESTERN DIVISION**

13 **FEDERAL DEPOSIT INSURANCE**
14 **CORPORATION as Receiver for**
15 **INDYMAC BANK, F.S.B.,**

16 **Plaintiff,**

17 **vs.**

18 **RICHARD K. VARRASSO doing**
19 **business as Richard Varrasso and**
20 **Associates and AppraisalTrust.com, an**
21 **individual; PREMIER VALLEY, INC.**
22 **doing business as CENTURY 21 M&M**
23 **ASSOCIATES, a California**
24 **corporation; and KAREN BHATTI, an**
25 **individual,**

26 **Defendants.**

Case No. CIV. 2:11-2628 WBS CKD

**STIPULATED PROTECTIVE
ORDER FOR STANDARD
LITIGATION**

27 **1. PURPOSES AND LIMITATIONS**

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

1 protection from public disclosure and from use for any purpose other than prosecuting
2 this litigation may be warranted.

3 Accordingly, the parties hereby stipulate to and petition the Court to
4 enter the following Stipulated Protective Order. The parties acknowledge that this
5 Order does not confer blanket protections on all disclosures or responses to discovery
6 and that the protection it affords from public disclosure and use extends only to the
7 limited information or items that are entitled to confidential treatment under the
8 applicable legal principles. The parties further acknowledge, as set forth in Section
9 12.3, below, that this Stipulated Protective Order does not entitle them to file
10 confidential information under seal; Civil Local Rule 141 sets forth the procedures
11 that must be followed and the standards that will be applied when a party seeks
12 permission from the court to file material under seal.

13 2. **DEFINITIONS**

14 2.1 Challenging Party: a Party or Non-Party that challenges the
15 designation of information or items under this Order.

16 2.2 "CONFIDENTIAL" Information or Items: information (regardless
17 of how it is generated, stored or maintained) or tangible things that qualify for
18 protection under Federal Rule of Civil Procedure 26(c).

19 2.3 Counsel (without qualifier): Outside Counsel of Record and
20 House Counsel (as well as their support staff).

21 2.4 Designating Party: a Party or Non-Party that designates
22 information or items that it produces in disclosures or in responses to discovery as
23 "CONFIDENTIAL."

24 2.5 Disclosure or Discovery Material: all items or information,
25 regardless of the medium or manner in which it is generated, stored, or maintained
26 (including, among other things, testimony, transcripts, and tangible things), that are
27 produced or generated in disclosures or responses to discovery in this matter.

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1 2.6 Expert: a person with specialized knowledge or experience in a
2 matter pertinent to the litigation who has been retained by a Party or its counsel to
3 serve as an expert witness or as a consultant in this action.

4 2.7 House Counsel: attorneys who are employees of a party to this
5 action. House Counsel does not include Outside Counsel of Record or any other
6 outside counsel.

7 2.8 Non-Party: any natural person, partnership, corporation,
8 association, or other legal entity not named as a Party to this action.

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

13 2.10 Party: any party to this action, including all of its officers,
14 directors, employees, consultants, retained experts, and Outside Counsel of Record
15 (and their support staffs).

16 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
17 Discovery Material in this action.

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

22 2.13 Protected Material: any Disclosure or Discovery Material that is
23 designated as "CONFIDENTIAL."

24 2.14 Receiving Party: a Party that receives Disclosure or Discovery
25 Material from a Producing Party.

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3. **SCOPE**

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

4. **DURATION**

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing 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
3 Protection. Each Party or Non-Party that designates information or items for
4 protection under this Order must take care to limit any such designation to specific
5 material that qualifies under the appropriate standards. The Designating Party must
6 designate for protection only those parts of material, documents, items, or oral or
7 written communications that qualify - so that other portions of the material,
8 documents, items, or communications for which protection is not warranted are not
9 swept unjustifiably within the ambit of this Order.

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

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

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

23 Designation in conformity with this Order requires:

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

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

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

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

24 5.3 Inadvertent Failures to Designate. If timely corrected, an
25 inadvertent failure to designate qualified information or items does not, standing
26 alone, waive the Designating Party's right to secure protection under this Order for
27 such material. Upon timely correction of a designation, the Receiving Party must

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1 make reasonable efforts to assure that the material is treated in accordance with the
2 provisions of this Order.

3 6. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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

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

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

15 The burden of persuasion in any such challenge proceeding shall be on
16 the Designating Party. Frivolous challenges, and those made for an improper purpose
17 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
18 expose the Challenging Party to sanctions. Unless the Designating Party has waived
19 the 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
21 of protection to which it is entitled under the Producing Party's designation until the
22 court rules on the challenge.

23 7. **ACCESS TO AND USE OF PROTECTED MATERIAL**

24 7.1 Basic Principles. A Receiving Party may use Protected
25 Material that is disclosed or produced by another Party or by a Non-Party in
26 connection with this case only for prosecuting, defending, or attempting to settle this
27 litigation. Such Protected Material may be disclosed only to the categories of persons
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1 and under the conditions described in this Order. When the litigation has been
2 terminated, a Receiving Party must comply with the provisions of section 13 below
3 (FINAL DISPOSITION). Protected Material must be stored and maintained by a
4 Receiving Party at a location and in a secure manner that ensures that access is limited
5 to the persons authorized under this Order.

6 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
7 otherwise ordered by the court or permitted in writing by the Designating Party, a
8 Receiving Party may disclose any information or item designated "CONFIDENTIAL"
9 only to:

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

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

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

21 (d) the Court and its personnel;

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

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

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

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

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

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

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

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

21 If the Designating Party timely seeks a protective order, the Party served
22 with the subpoena or court order shall not produce any information designated in this
23 action as "CONFIDENTIAL" before a determination by the court from which the
24 subpoena or order issued, unless the Party has obtained the Designating Party's
25 permission. The Designating Party shall bear the burden and expense of seeking
26 protection in that court of its confidential material and nothing in these provisions
27 should be construed as authorizing or encouraging a Receiving Party in this action to
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1 disobey a lawful directive from another court.

2 9. **A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
3 **PRODUCED IN THIS LITIGATION**

4 (a) The terms of this Order are applicable to information produced by
5 a Non-Party in this action and designated as "CONFIDENTIAL." Such information
6 produced by Non-Parties in connection with this litigation is protected by the
7 remedies and relief provided by this Order. Nothing in these provisions should be
8 construed as prohibiting a Non-Party from seeking additional protections.

9 (b) In the event that a Party is required, by a valid discovery request,
10 to produce a Non-Party's confidential information in its possession, and the Party is
11 subject to an agreement with the Non-Party not to produce the Non-Party's
12 confidential information, then the Party shall:

13 1. promptly notify in writing the Requesting Party and the Non-Party
14 that some or all of the information requested is subject to a confidentiality agreement
15 with a Non-Party;

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

19 3. make the information requested available for inspection by the
20 Non-Party.

21 (c) If the Non-Party fails to object or seek a protective order from this
22 court within 14 days of receiving the notice and accompanying information, the
23 Receiving Party may produce the Non-Party's confidential information responsive to
24 the discovery request. If the Non-Party timely seeks a protective order, the Receiving
25 Party shall not produce any information in its possession or control that is subject to

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1 the confidentiality agreement with the Non-Party before a determination by the court.¹
2 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
3 of seeking protection in this court of its Protected Material.

4 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

13 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR**
14 **OTHERWISE PROTECTED MATERIAL**

15 When a Producing Party gives notice to Receiving Parties that certain
16 inadvertently produced material is subject to a claim of privilege or other protection,
17 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
18 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
19 may be established in an e-discovery order that provides for production without prior
20 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
21 parties reach an agreement on the effect of disclosure of a communication or

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26 ¹ The purpose of this provision is to alert the interested parties to the existence of confidentiality
27 rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality
28 interests in this court.

1 information covered by the attorney-client privilege or work product protection, the
2 parties may incorporate their agreement in the stipulated protective order submitted to
3 the Court.

4 12. **MISCELLANEOUS**

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

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

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

24 13. **FINAL DISPOSITION**

25 Within 60 days after the final disposition of this action, as defined in
26 paragraph 4, the Producing Party shall send a letter to each Receiving Party
27 requesting (1) the return of all Protected Material to the Propounding Party or (2) the
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DATED: February 29, 2012

TRIEBSCH & FRAMPTON

By: /s/ Cory B. Chartrand

CORY B. CHARTRAND

(As Authorized on February 29, 2012)

Attorneys for Defendants, PREMIER
VALLEY, INC., DBA CENTURY 21 M&M
AND ASSOCIATES, and KAREN BHATTI

DATED: March 6, 2012

By: /s/ Richard K. Varrasso

RICHARD K. VARRASSO

(As Authorized on March 6, 2012)

Defendant Appearing *Pro Se*

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: 03/07/12

/s/ Carolyn K. Delaney
UNITED STATES MAGISTRATE JUDGE

1 **Exhibit A**

2 **ACKNOWLEDGMENT OF PROTECTIVE ORDER**
3 **AND AGREEMENT TO BE BOUND**

4 I, _____, declare that:

5 My address is _____; my present occupation
6 is _____; and I am currently employed by _____
7 _____ . I have been retained by _____
8 with respect to this litigation.

9 I have received a copy of the Protective Order in this action, and I have
10 carefully read and understand its provisions. I acknowledge that I am one of the
11 persons contemplated in Paragraph B.6 thereof as being able to be given access to
12 Confidential Information.

13 I will comply with all of the provisions of the Protective Order. I will hold in
14 confidence, will not disclose to anyone other than those persons specifically
15 authorized by the Protective Order, and will not copy or use for purposes other than
16 for this lawsuit any Confidential Information that I receive in this action, except to the
17 extent that such Confidential Information is or becomes public domain information or
18 otherwise is not deemed Confidential Information in accordance with the Protective
19 Order.

20 I agree to subject myself personally to the jurisdiction of the United States
21 District Court for the Central District of California for the purpose of proceedings
22 relating to my performance under, in compliance with, or violation of this Protective
23 Order.

24 I understand that disclosure of Confidential Information in violation of this
25 Protective Order may constitute contempt of court.

26 I declare under penalty of perjury that the foregoing is true and correct.

27 Executed:

28 _____
Print Name: