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21 *Attorneys for Plaintiff and the Proposed Class*

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1 seal; Local Rule 141 sets forth the procedures that must be followed and the standards that will be  
2 applied when a party seeks permission from the court to file material under seal.

3 2. DEFINITIONS

4 2.1 Challenging Party: a Party or Non-Party that challenges the designation of  
5 information or items under this Order.

6 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is  
7 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of  
8 Civil Procedure 26(c).

9 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well  
10 as their support staff).

11 2.4 Designating Party: a Party or Non-Party that designates information or items that it  
12 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

13 2.5 Disclosure or Discovery Material: all items or information, regardless of the  
14 medium or manner in which it is generated, stored, or maintained (including, among other things,  
15 testimony, transcripts, and tangible things), that are produced or generated in disclosures or  
16 responses to discovery in this matter.

17 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to  
18 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
19 consultant in this action.

20 2.7 House Counsel: attorneys who are employees of a party to this action. House  
21 Counsel does not include Outside Counsel of Record or any other outside counsel.

22 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal  
23 entity not named as a Party to this action.

24 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this  
25 action but are retained to represent or advise a party to this action and have appeared in this action  
26 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

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1           2.10 Party: any party to this action, including all of its officers, directors, employees,  
2 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

3           2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
4 Material in this action.

5           2.12 Professional Vendors: persons or entities that provide litigation support services  
6 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,  
7 storing, or retrieving data in any form or medium) and their employees and subcontractors.

8           2.13 Protected Material: any Disclosure or Discovery Material that is designated as  
9 “CONFIDENTIAL.”

10          2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
11 Producing Party.

12          3.       SCOPE

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

25          4.       DURATION

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

6 5. DESIGNATING PROTECTED MATERIAL

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

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

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

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

25 Designation in conformity with this Order requires:

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

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

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

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

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

27 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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1           6.1    Timing of Challenges. Any Party or Non-Party may challenge a designation of  
2 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality  
3 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
4 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to  
5 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
6 original designation is disclosed.

7           6.2    Meet and Confer. The Challenging Party shall initiate the dispute resolution process  
8 by providing written notice of each designation it is challenging and describing the basis for each  
9 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must  
10 recite that the challenge to confidentiality is being made in accordance with this specific paragraph  
11 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must  
12 begin the process by conferring directly (in voice to voice dialogue; other forms of communication  
13 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging  
14 Party must explain the basis for its belief that the confidentiality designation was not proper and  
15 must give the Designating Party an opportunity to review the designated material, to reconsider the  
16 circumstances, and, if no change in designation is offered, to explain the basis for the chosen  
17 designation. A Challenging Party may proceed to the next stage of the challenge process only if it  
18 has engaged in this meet and confer process first or establishes that the Designating Party is  
19 unwilling to participate in the meet and confer process in a timely manner.

20           6.3    Judicial Intervention. If the Parties cannot resolve a challenge without court  
21 intervention, the Designating Party shall file and serve a motion to retain confidentiality (in  
22 compliance with Local Rule 141, if applicable) within 21 days of the initial notice of challenge or  
23 within 14 days of the parties agreeing that the meet and confer process will not resolve their  
24 dispute, whichever is earlier. Each such motion must be accompanied by a competent declaration  
25 affirming that the movant has complied with the meet and confer requirements imposed in the  
26 preceding paragraph. Failure by the Designating Party to make such a motion including the  
27 required declaration within 21 days (or 14 days, if applicable) shall automatically waive the  
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1 confidentiality designation for each challenged designation. In addition, the Challenging Party may  
2 file a motion 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 thereof. Any  
4 motion brought pursuant to this provision must be accompanied by a competent declaration  
5 affirming that the movant has complied with the meet and confer requirements imposed by the  
6 preceding paragraph.

7 The burden of persuasion in any such challenge proceeding shall be on the Designating  
8 Party. Frivolous 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 Party to sanctions.  
10 Unless the Designating Party has waived the confidentiality designation by failing to file a motion  
11 to retain confidentiality as described above, all parties shall continue to afford the material in  
12 question the level of protection to which it is entitled under the Producing Party's designation until  
13 the court rules on the challenge.

14 7. ACCESS TO AND USE OF PROTECTED MATERIAL

15 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
16 produced by another Party or by a Non-Party in connection with this case only for prosecuting,  
17 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to  
18 the categories of persons and under the conditions described in this Order. When the litigation has  
19 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL  
20 DISPOSITION).

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

23 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered  
24 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
25 information or item designated "CONFIDENTIAL" only to:

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

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

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

9 (d) the court and its personnel;

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

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

19 (g) the author or recipient (prior to the document’s production) of a document containing  
20 the information or a custodian or other person who otherwise possessed or knew the information.

21 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
22 OTHER LITIGATION

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

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

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

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

6 If the Designating Party timely seeks a protective order, the Party served with the subpoena  
7 or court order shall not produce any information designated in this action as “CONFIDENTIAL”  
8 before a determination by the court from which the subpoena or order issued, unless the Party has  
9 obtained the Designating Party’s permission. The Designating Party shall bear the burden and  
10 expense of seeking protection in that court of its confidential material – and nothing in these  
11 provisions should be construed as authorizing or encouraging a Receiving Party in this action to  
12 disobey a lawful directive from another court.

13 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN  
14 THIS LITIGATION

15 (a) The terms of this Order are applicable to information produced by a Non-Party in this  
16 action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in  
17 connection with this litigation is protected by the remedies and relief provided by this Order.  
18 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional  
19 protections.

20 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-  
21 Party’s confidential information in its possession, and the Party is subject to an agreement with the  
22 Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

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

25 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this  
26 litigation, the relevant discovery request(s), and a reasonably specific description of the information  
27 requested; and  
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1 (3) make the information requested available for inspection by the Non-Party.

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

9 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

10 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
11 Material to any person or in any circumstance not authorized under this Stipulated Protective  
12 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the  
13 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected  
14 Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the  
15 terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and  
16 Agreement to Be Bound" that is attached hereto as Exhibit A. A Receiving Party must also  
17 undertake items (a) through (d) in the event that, prior to the Designating Party's designation of the  
18 Discovery Material as Protected Material, Receiving Party disclosed the Discovery Material to any  
19 person or in any circumstance which would have been unauthorized had the Protected Material  
20 been so designated at the time of the disclosure.

21 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
22 PROTECTED MATERIAL

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

4 12. MISCELLANEOUS

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

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

12 12.3 Filing Protected Material. Without written permission from the Designating Party or  
13 a court order secured after appropriate notice to all interested persons, a Party may not file in the  
14 public record in this action any Protected Material. A Party that seeks to file under seal any  
15 Protected Material must comply with Local Rule 141. Protected Material may only be filed under  
16 seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a  
17 Receiving Party's request to file Protected Material under seal pursuant to Local Rule 141 is denied  
18 by the court, then the Receiving Party may file the information in the public record unless  
19 otherwise instructed by the court.

20 13. FINAL DISPOSITION

21 Within 60 days after the final disposition of this action, as defined in paragraph 4, each  
22 Receiving Party must return all Protected Material to the Producing Party or destroy such material.  
23 As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
24 summaries, and any other format reproducing or capturing any of the Protected Material. Whether  
25 the Protected Material is returned or destroyed, the Receiving Party must submit a written  
26 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)  
27 by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material  
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1 that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies,  
2 abstracts, compilations, summaries or any other format reproducing or capturing any of the  
3 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy  
4 of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
5 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant  
6 and expert work product, even if such materials contain Protected Material. Any such archival  
7 copies that contain or constitute Protected Material remain subject to this Protective Order as set  
8 forth in Section 4 (DURATION).

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD

DATED: February 18, 2015

**BOUTIN JONES INC.**

By: /s/ Michael E. Chase

Michael E. Chase  
Attorneys for Defendant Paramount Equity  
Mortgage, LLC

DATED: February 18, 2015

**HUGHES ELIZEY, LLP**

By: /s/ W. Craft Hughes

W. Craft Hughes  
Attorneys for Plaintiff Matthew Scott  
Robinson

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: February 19, 2015



CAROLYN K. DELANEY  
UNITED STATES MAGISTRATE JUDGE