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7 UNITED STATES DISTRICT COURT
8 SOUTHERN DISTRICT OF CALIFORNIA
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10 HML HOLDINGS, LLC,

11 Plaintiff,

12 v.

13 ROMEROS LLC, TAMARA ROMERO, ERIC
14 ROMERO, DENISE ROMERO AND DOES 1-5,

15 Defendants.
16

Case No.: 21-cv-380-BAS(BLM)

**ORDER GRANTING JOINT MOTION
FOR PROTECTIVE ORDER**

[ECF No. 24]

17 On August 26, 2021, the parties filed a joint motion requesting that the Court enter the
18 parties' Protective Order. ECF No. 24. The Court has considered the Stipulated Protective Order,
19 attached as Exhibit 1, and, for good cause shown, the joint motion is **GRANTED**.

20 **IT IS SO ORDERED.**
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22 Dated: 8/27/2021


23 Hon. Barbara L. Major
24 United States Magistrate Judge
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EXHIBIT 1

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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

HML Holdings, LLC, a California limited liability company,

Plaintiff,

vs.

ROMEROS LLC, a non-existent California limited liability company; TAMARA ROMERO, an individual; ERIC ROMERO, an individual, DENISE ROMERO, an individual; and DOES 1 through 5,

Defendants.

Case No. 21-cv-380-BAS (BLM)

STIPULATED PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

1.1 Discovery in this action is likely to involve the production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition this Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to

1 discovery and that the protection it affords from public disclosure and use extends
2 only to the limited information or items that are entitled to confidential treatment
3 under the applicable legal principles. The parties further acknowledge, as set forth in
4 Section 12.3, below, that this Stipulated Protective Order does not entitle them to file
5 confidential information under seal; the applicable court rules set forth the
6 procedures that must be followed and the standards that will be applied when a party
7 seeks permission from the Court to file material under seal.

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9 **2 GOOD CAUSE STATEMENT**

10 2.1 This action is likely to involve the discovery of sensitive financial
11 information for which special protection from public disclosure and the use of that
12 information for any purpose other than the prosecution and defense of this action is
13 warranted. Such sensitive financial information consists of, for example, bank
14 statements and information about financial transactions that is generally unavailable
15 to the public or that may be privileged or otherwise protected from disclosure under
16 state or federal statutes, court rules, case decisions, or common law. Accordingly, to
17 expedite the flow of information, to facilitate the prompt resolution of disputes over
18 the confidentiality of discovery materials, to adequately protect information that the
19 parties are entitled to keep confidential, to ensure that the parties are permitted
20 reasonable and necessary uses of such material in preparation for and in the conduct
21 of trial, to address the handling of such material at the end of the litigation, and to
22 serve the ends of justice, a protective order for such information is justified in this
23 matter. It is the intent of the parties that information will not be designated as
24 confidential for tactical reasons and that nothing be so designated without a good
25 faith belief that it has been maintained in a confidential, non-public manner, and
26 there is good cause why it should not be part of the public record in this case.

27 **3 DEFINITIONS**
28

1 3.1 Action: This pending federal lawsuit designated *HML Holdings, LLC*,
2 *v. Romeros LLC, et al.*, Case Number 21-cv-380-BAS (BLM), United States District
3 Court, Southern District of California.

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

6 3.3 “CONFIDENTIAL” Information or Items: Information (regardless of
7 how it is generated, stored or maintained) or tangible things that qualify for
8 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the
9 Good Cause Statement.

10 3.4 Designating Party: A Party or Non-Party that designates information or
11 items that it produces in disclosures or in responses to discovery as
12 “CONFIDENTIAL.”

13 3.5 Disclosure or Discovery Material: All items or information, regardless
14 of the medium or manner in which it is generated, stored, or maintained (including,
15 among other things, testimony, transcripts, and tangible things), that are produced or
16 generated in disclosures or responses to discovery in this matter.

17 3.6 Expert: A person with specialized knowledge or experience in a matter
18 pertinent to the litigation who has been retained by a Party or its counsel to serve as
19 an expert witness or as a consultant in this Action.

20 3.7 Non-Party: Any natural person, partnership, corporation, association, or
21 other legal entity not named as a Party to this action.

22 3.8 Party: Any party to this Action, including all of its, his, or her officers,
23 directors, employees, consultants, retained experts, and counsel (and their support
24 staff).

25 3.9 Producing Party: A Party or Non-Party that produces Disclosure or
26 Discovery Material in this Action.
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1 3.10 Professional Vendors: Persons or entities that provide litigation support
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)
4 and their employees and subcontractors.

5 3.11 Protected Material: Any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL.”

7 3.12 Receiving Party: A Party that receives Disclosure or Discovery
8 Material from a Producing Party.

9 4 **SCOPE**

10 4.1 The protections conferred by this Stipulation and Order cover not only
11 Protected Material (as defined above), but also (1) any information copied or
12 extracted from Protected Material; (2) all copies, excerpts, summaries, or
13 compilations of Protected Material; and (3) any testimony, conversation, or
14 presentations by Parties or their Counsel that might reveal Protected Material. Any
15 use of Protected Material at trial shall be governed by the orders of the trial judge.
16 This Order does not govern the use of Protected Material at trial.

17 5 **DURATION**

18 5.1 Even after final disposition of this litigation, the confidentiality
19 obligations imposed by this Order shall remain in effect until a Designating Party
20 agrees otherwise in writing or a court order otherwise directs. Final disposition shall
21 be deemed to be the later of (1) dismissal of all claims and defenses in this Action,
22 with or without prejudice; and (2) final judgment herein after the completion and
23 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
24 including the time limits for filing any motions or applications for extension of time
25 pursuant to applicable law.

26 6 **DESIGNATING PROTECTED MATERIAL**

27 6.1 Exercise of Restraint and Care in Designating Material for Protection.
28 Each Party or Non-Party that designates information or items for protection under

1 this Order must take care to limit any such designation to specific material that
2 qualifies under the appropriate standards. The Designating Party must designate for
3 protection only those parts of material, documents, items, or oral or written
4 communications that qualify so that other portions of the material, documents, items,
5 or communications for which protection is not warranted are not swept unjustifiably
6 within the ambit of this Order. Mass, indiscriminate, or routinized designations are
7 prohibited. Designations that are shown to be clearly unjustified or that have been
8 made for an improper purpose (e.g., to unnecessarily encumber the case development
9 process or to impose unnecessary expenses and burdens on other parties) may expose
10 the Designating Party to sanctions. If it comes to a Designating Party's attention that
11 information or items that it designated for protection do not qualify for protection,
12 that Designating Party must promptly notify all other Parties that it is withdrawing
13 the inapplicable designation.

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

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

1 During the inspection and before the designation, all of the material made
2 available for inspection shall be deemed “CONFIDENTIAL.” After the
3 inspecting Party has identified the documents it wants copied and produced,
4 the Producing Party must determine which documents, or portions thereof,
5 qualify for protection under this Order. Then, before producing the specified
6 documents, the Producing Party must affix the “CONFIDENTIAL legend” to
7 each page that contains Protected Material. If only a portion or portions of the
8 material on a page qualifies for protection, the Producing Party also must
9 clearly identify the protected portion (s) (e.g., by making appropriate markings
10 in the margins).

11 (b) For testimony given in depositions, that the Designating Party
12 identify the Disclosure or Discovery Material on the record, before the close of
13 the deposition, all protected testimony.

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

20 6.3 Automatic Designation as CONFIDENTIAL. Notwithstanding any
21 failure to designate as CONFIDENTIAL, all tax returns, social security numbers,
22 individual’s phone numbers, bank statements including but not limited to bank
23 account numbers, credit card statements including but not limited to credit card
24 numbers, are deemed CONFIDENTIAL.

25 6.4 Inadvertent Failures to Designate. If timely corrected, an inadvertent
26 failure to designate qualified information or items does not, standing alone, waive the
27 Designating Party’s right to secure protection under this Order for such material.
28 Upon timely correction of a designation, the Receiving Party must make reasonable

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

3 6.5 Redaction. Nothing herein prohibits a party from redacting any
4 personal, privileged or confidential information including but not limited to social
5 security, bank account and credit card numbers.

6 7 **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

7 7.1 Timing of Challenges. Any Party or Non-Party may challenge a
8 designation of confidentiality at any time that is consistent with the Court’s
9 Scheduling Order.

10 7.2 Meet and Confer. The Challenging Party shall initiate the dispute
11 resolution process under Local Rule 26.1.

12 7.3 Burden of Persuasion. The burden of persuasion in any such challenge
13 proceeding shall be on the Designating Party. Frivolous challenges, and those made
14 for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens
15 on other parties) may expose the Challenging Party to sanctions. Unless the
16 Designating Party has waived or withdrawn the confidentiality designation, all
17 parties shall continue to afford the material in question the level of protection to
18 which it is entitled under the Producing Party’s designation until the Court rules on
19 the challenge.

20 8 **ACCESS TO AND USE OF PROTECTED MATERIAL**

21 8.1 Basic Principles. A Receiving Party may use Protected Material that is
22 disclosed or produced by another Party or by a Non-Party in connection with this
23 Action only for prosecuting, defending, or attempting to settle this Action. Such
24 Protected Material may be disclosed only to the categories of persons and under the
25 conditions described in this Order. When the Action has been terminated, a
26 Receiving Party must comply with the provisions of section 14 below (“FINAL
27 DISPOSITION”). Protected Material must be stored and maintained by a Receiving
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1 Party at a location and in a secure manner that ensures that access is limited to the
2 persons authorized under this Order.

3 8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
4 otherwise ordered by the court or permitted in writing by the Designating Party. A
5 Receiving Party may disclose any information or item designated
6 “CONFIDENTIAL” only to:

7 (a) The Receiving Party’s counsel, as well as employees of said
8 counsel to whom it is reasonably necessary to disclose the information for this
9 Action;

10 (b) The officers, directors, and employees of the Receiving Party to
11 whom disclosure is reasonably necessary for this Action;

12 (c) Experts (as defined in this Order) of the Receiving Party to whom
13 disclosure is reasonably necessary for this Action and who have signed the
14 “Acknowledgement and Agreement to Be Bound” (Exhibit A);

15 (d) The court and its personnel;

16 (e) Court reports and their staff;

17 (f) Professional jury or trial consultants, mock jurors, and
18 Professional Vendors to whom disclosure is reasonably necessary for this
19 Action and who have signed the “Acknowledgement and Agreement to Be
20 Bound” (Exhibit A);

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

24 (h) During their depositions, witnesses and attorneys for witnesses, in
25 the Action to whom disclosure is reasonably necessary, provided the deposing
26 party requests that the witness sign the form attached as Exhibit A hereto.

27 Pages of transcribed deposition testimony or exhibits to depositions that reveal
28 Protected Material may be separately bound by the court reporter and may not

1 be disclosed to anyone except as permitted under this Stipulated Protective
2 Order; and

3 (i) Any mediator or settlement officer, and their supporting
4 personnel, mutually agreed upon by any of the parties engaged in settlement
5 discussions.

6 8.3 Filing Under Seal. Before any materials produced in discovery, answers
7 to interrogatories, responses to requests for admissions, deposition transcripts, or
8 other documents which are designated as Confidential are filed with the Court for
9 any purpose, the party seeking to file such material must seek permission of the
10 Court to file the material under seal. No document may be filed under seal, i.e.,
11 closed to inspection by the public except pursuant to a Court order that authorizes the
12 sealing of the particular document, or portions of it. A sealing order may issue only
13 upon a showing that the information is privileged or protectable under the law. The
14 request must be narrowly tailored to seek sealing only of the confidential or
15 privileged material. To file a document under seal, the parties must comply with the
16 procedures explained in Section 2.j of the Electronic Case Filing Administrative
17 Policies and Procedures Manual for the United States District Court for the Southern
18 District of California and Civil Local Rule 79.2. In addition, in accordance with
19 Judge Major's preferences, a party must file a 'public' version of any document that
20 it seeks to file under seal. In the public version, the party may redact only that
21 information that is deemed 'Confidential.' The party should file the redacted
22 document(s) simultaneously with a joint motion or ex parte application requesting
23 that the confidential portions of the document(s) be filed under seal and setting forth
24 good cause for the request."

25 9 **PROTECTED MATERIAL SUBPOENAED OR ORDERED**
26 **PRODUCED IN OTHER LITIGATION**

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1 9.1 If a Party is served with a subpoena or a court order issued in other
2 litigation that compels disclosure of any information or items designed in this Action
3 as “CONFIDENTIAL,” that party must:

4 (a) Promptly notify in writing the Designating Party. Such
5 notification shall include a copy of the subpoena or court order;

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

10 (c) Cooperate with respect to all reasonable procedures sought to be
11 pursued by the Designating Party whose Protected Material may be affected.

12 9.2 If the Designating Party timely seeks a protective order, the Party served
13 with the subpoena or court order shall not produce any information designated in this
14 action as “CONFIDENTIAL” before a determination by the court from which the
15 subpoena or order issued, unless the Party has obtained the Designating Party’s
16 permission. The Designating Party shall bear the burden and expense of seeking
17 protection in that court of its confidential material and nothing in these provisions
18 should be construed as authorizing or encouraging a Receiving Party in this Action to
19 disobey a lawful directive from another court.

20 10 **A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
21 **PRODUCED IN THIS LITIGATION**

22 10.1 The terms of this Order are applicable to information produced by a
23 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
24 produced by Non-Parties in connection with this litigation is protected by the
25 remedies and relief provided by this Order. Nothing in these provisions should be
26 construed as prohibiting a Non-Party from seeking additional protections.

27 10.2 In the event that a Party is required, by a valid discovery request, to
28 produce a Non-Party’s confidential information in its possession, and the Party is

1 subject to an agreement with the Non-Party not to produce the Non-Party's
2 confidential information, then the Party shall:

3 (a) Promptly notify in writing the Requesting Party and the Non-
4 Party that some or all of the information requested is subject to a
5 confidentiality agreement with a Non-Party;

6 (b) Promptly provide the Non-Party with a copy of the Stipulated
7 Protective Order in this Action, the relevant discovery request(s), and a
8 reasonably specific description of the information requested; and

9 (c) Make the information requested available for inspection by the
10 Non-Party, if requested.

11 10.3 If the Non-Party fails to seek a protective order from this court within
12 14 days of receiving the notice and accompanying information, the Receiving Party
13 may produce the Non-Party's confidential information responsive to the discovery
14 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
15 not produce any information in its possession or control that is subject to the
16 confidentiality agreement with the Non-Party before a determination by the court.
17 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
18 of seeking protection in this court of its Protected Material.

19 11 **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

20 11.1 If a Receiving Party learns that, by inadvertence or otherwise, it has
21 disclosed Protected Material to any person or in any circumstance not authorized
22 under this Stipulated Protective Order, the Receiving Party must immediately
23 (1) notify the Designating Party in writing of the unauthorized disclosures; (2) use its
24 best efforts to retrieve all unauthorized copies of the Protected Material; (3) inform
25 the person or persons to whom unauthorized disclosures were made of all the terms
26 of this Order; and (4) request such person or persons to execute the
27 "Acknowledgement and Agreement to Be Bound" that is attached hereto as Exhibit
28 A.

1 12 **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
2 **PROTECTED MATERIAL**

3 12.1 When a Producing Party gives notice to Receiving Parties that certain
4 inadvertently produced material is subject to a claim of privilege or other protection,
5 the obligations of the Receiving Parties are those set forth in Federal Rules of Civil
6 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
7 may be established in an e-discovery order that provides for production without prior
8 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
9 parties reach an agreement on the effect of disclosure of a communication or
10 information covered by the attorney-client privilege or work product protection, the
11 parties may incorporate their agreement in the stipulated protective order submitted
12 to the court.

13 13 **MISCELLANEOUS**

14 13.1 Right to Further Relief. Nothing in this Order abridges the right of any
15 person to seek its modification by the Court in the future.

16 13.2 Right to Assert Other Objections. By stipulating to the entry of this
17 Protective Order, no Party waives any right it otherwise would have to object to
18 disclosing or producing any information or item on any ground not addressed in this
19 Stipulated Protective Order including but not limited to relevance, privacy, privilege,
20 burden or any other objection. Similarly, no Party waives any right to object on any
21 ground to use in evidence of any of the material covered by this Protective Order.

22 13.3 Filing Protected Material. A Party that seeks to file under seal any
23 Protected Material must obtain a court order authorizing the sealing of the specific
24 Protected Material at issue. If a Party's request to file Protected Material under seal
25 is denied by the Court, then the Receiving Party may file the information in the
26 public record, unless otherwise instructed by the court.

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1 13.4 Modification of the Protective Order by the Court. The Court may
2 modify the terms and conditions of the Order for good cause, or in the interest of
3 justice, or on its own order at any time during these proceedings.

4 **14 FINAL DISPOSITION**

5 14.1 After the final disposition of this Action, as defined in paragraph 5,
6 within 60 days of a written request by the Designating Party, each Receiving Party
7 must return all Protected Material to the Producing Party or destroy such material.
8 As used in this subsection, “all Protected Material” includes all copies, abstracts,
9 compilations, summaries, and any other format reproducing or capturing any of the
10 Protected Material. Whether the Protected Material is returned or destroyed, the
11 Receiving Party must submit a written certification to the Producing Party (and, if
12 not the same person or entity, to the Designating Party) by the 60-day deadline that
13 (1) identifies (by category, where appropriate) all the Protected Material that was
14 returned or destroyed and (2) affirms that the Receiving Party has not retained any
15 copies, abstracts, compilations, summaries, or any other format reproducing or
16 capturing any of the Protected Material. Notwithstanding this provision, Counsel are
17 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition,
18 and hearing transcripts, legal memoranda, correspondence, deposition and trial
19 exhibits, expert reports, attorney work product, and consultant and expert work
20 product, even if such materials contain Protected Material. Any such archival copies
21 that contain or constitute Protected Material remain subject to this Protective Order
22 as set forth in Section 5 (DURATION).

23 **15 VIOLATIONS OF ORDER**

24 15.1 Any violation of this Order may be punished by any and all appropriate
25 measures including, without limitation, contempt proceedings and/or monetary
26 sanctions.

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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Dated: August 26, 2021

By: /s/ Credence E. Sol

Credence E. Sol
Attorneys for Plaintiff
HML HOLDINGS, LLC

Dated: August 26, 2021

NASSIE | ROWLETT LAW

By: /s/ Catherine Rowlett

Catherine Rowlett
Attorneys for Defendants TAMARA
ROMERO and ERIC ROMERO, and
Specially Appearing Defendant DENISE
ROMERO

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: August __, 2021

By: _____

[Name of Judge]
United States District/Magistrate Judge

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EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Southern District of California on _____ [date] in the case of *HML Holdings, LLC, v. Romeros LLC, et al.*, Case Number 21-cv-380-BAS (BLM), United States District Court, Southern District of California. I agree to comply with and be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Southern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after the termination of this action. I hereby appoint

_____ [print or type full name], of _____ [print or type full address and telephone number], as my California agent for service of process in connection with this action or any proceedings related to the enforcement of this Stipulated Protective Order.

Date: _____ Signature: _____

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SIGNATURE CERTIFICATION

Pursuant to the Electronic Case Filing Administrative Policies and Procedures Manual for the United States District Court for the Southern District of California, Section 2.f.4, I hereby certify that the content of this e-filed document is acceptable to all persons required to sign the document and that I have obtained authorization for the electronic signatures of all parties on the document.

Dated: August 26, 2021

By: /s/ Credence E. Sol

Credence E. Sol
Attorneys for Plaintiff
HML HOLDINGS, LLC