

**UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA**

David Vaccaro v. Colibri Real Estate LLC, et al.

No. 2:25-cv-05414-SPG-MBK, United States District Court for the Central District of California (August 15,
2025)

OPINION

David Vaccaro v. Colibri Real Estate, LLC

PER CURIAM.

1 2 3 4 5 6 7

8 UNITED STATES DISTRICT COURT

9 CENTRAL DISTRICT OF CALIFORNIA

10 11

DAVID VACCARO

12 Plaintiff, Case No. 2:25-cv-05414-SPG-MBK 13 v.

STIPULATED PROTECTIVE

14 COLIBRI REAL ESTATE LLC, et al. ORDER

Defendant. 15 16 17

18 1. GENERAL

19 1.1 Purposes and Limitations. Discovery in this action is likely to involve 20 production of
confidential, proprietary, or private information for which special 21 protection from public
disclosure and from use for any purpose other than prosecuting 22 this litigation may be
warranted. Accordingly, the parties hereby stipulate to and 23 petition the Court to enter the
following Stipulated Protective Order. The parties 24 acknowledge that this Order does not confer
blanket protections on all disclosures or 25 responses to discovery and that the protection it
affords from public disclosure and 26 use extends only to the limited information or items that are
entitled to confidential 27 treatment under the applicable legal principles. The parties further
acknowledge, as 28 set forth in Section 12.3, below, that this Stipulated Protective Order does not
entitle 1 them to file confidential information under seal; Civil Local Rule 79-5 sets forth the 2
procedures that must be followed and the standards that will be applied when a party 3 seeks
permission from the court to file material under seal. 4 1.2 Good Cause Statement. 5 This action is
likely to involve trade secrets, customer and pricing lists and 6 other valuable research,
development, commercial, financial, technical and/or 7 proprietary information for which special
protection from public disclosure and from 8 use for any purpose other than prosecution of this
action is warranted. Such 9 confidential and proprietary materials and information consist of,
among other things, 10 confidential business or financial information, information regarding
confidential 11 customer lists, information implicating the privacy rights of third parties such as

12 personally identifiable information, information regarding the professional licensing 13 of third parties, information otherwise generally unavailable to the public, or which 14 may be privileged or otherwise protected from disclosure under state or federal 15 statutes, court rules, case decisions, or common law. Accordingly, to expedite the 16 flow of information, to facilitate the prompt resolution of disputes over confidentiality 17 of discovery materials, to adequately protect information the parties are entitled to 18 keep confidential, to ensure that the parties are permitted reasonable necessary uses 19 of such material in preparation for and in the conduct of trial, to address their handling 20 at the end of the litigation, and serve the ends of justice, a protective order for such 21 information is justified in this matter. It is the intent of the parties that information 22 will not be designated as confidential for tactical reasons and that nothing be so 23 designated without a good faith belief that it has been maintained in a confidential, 24 non-public manner, and there is good cause why it should not be part of the public 25 record of this case. 26 27 28

1 2. DEFINITIONS

2 2.1 Action: David Vaccaro v. Colibri Real Estate, et al., Case No. 2:25-cv- 3 05414-SPG-MBK, pending the United States District Court for the Central District of 4 California. 5 2.2 Challenging Party: a Party or Non-Party that challenges the designation 6 of information or items under this Order. 7 2.3 “CONFIDENTIAL” Information or Items: information (regardless of 8 how it is generated, stored or maintained) or tangible things that qualify for protection 9 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good 10 Cause Statement.

11 2.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

12 Information or Items: extremely sensitive “CONFIDENTIAL” Information or Items, 13 the disclosure of which to another Party or Non-Party would create a substantial risk 14 of serious harm that could not be avoid by less restrictive means. 15 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their 16 support staff). 17 2.6 Designating Party: a Party or Non-Party that designates information or 18 items that it produces in disclosures or in responses to discovery as

19 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
20 ONLY.”

21 2.7 Disclosure or Discovery Material: all items or information, regardless 22 of the medium or manner in which it is generated, stored, or maintained (including, 23 among other things, testimony, transcripts, and tangible things), that are produced or 24 generated in disclosures or responses to discovery in this matter. 25 2.8 Expert: a person with specialized knowledge or experience in a matter 26 pertinent to the litigation who has been retained by a Party or its counsel to serve as 27 an expert witness or as a consultant in this Action. 28 1 2.9 House Counsel: attorneys who are employees of a party to this Action. 2 House Counsel does not include Outside Counsel of Record or any other outside 3 counsel. 4 2.10 Non-Party: any natural person, partnership, corporation, association, or 5 other legal entity not named as a Party to this action. 6

2.11 Outside Counsel of Record: attorneys who are not employees of a party 7 to this Action but are retained to represent or advise a party to this Action and have 8 appeared in this Action on behalf of that party or are affiliated with a law firm that 9 has appeared on behalf of that party, including support staff. 10 2.12 Party: any party to this Action, including all of its officers, directors, 11 employees, consultants, retained experts, and Outside Counsel of Record (and their 12 support staffs). 13 2.13 Producing Party: a Party or Non-Party that produces Disclosure or 14 Discovery Material in this Action. 15 2.14 Professional Vendors: persons or entities that provide litigation support 16 services (e.g., photocopying, videotaping, translating, preparing exhibits or 17 demonstrations, and organizing, storing, or retrieving data in any form or medium) 18 and their employees and subcontractors. 19 2.15 Protected Material: any Disclosure or Discovery Material that is 20 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ 21 EYES ONLY.”

22 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material 23 from a Producing Party.

24 3. SCOPE

25 The protections conferred by this Stipulation and Order cover not only 26 Protected Material (as defined above), but also (1) any information copied or extracted 27 from Protected Material; (2) all copies, excerpts, summaries, or compilations of 28 1 Protected Material; and (3) any testimony, conversations, or presentations by Parties 2 or their Counsel that might reveal Protected Material. 3 Any use of Protected Material at trial shall be governed by the orders of the 4 trial judge. This Order does not govern the use of Protected Material at trial.

5 4. DURATION

6 Once a case proceeds to trial, all of the court-filed information to be introduced 7 that was previously designated as confidential or maintained pursuant to this 8 protective order becomes public and will be presumptively available to all members 9 of the public, including the press, unless compelling reasons supported by specific 10 factual findings to proceed otherwise are made to the trial judge in advance of the 11 trial. See *Kamakana v. City and Cty. of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 12 2006) (distinguishing “good cause” showing for sealing documents produced in 13 discovery from “compelling reasons” standard when merits-related documents are 14 part of court record). Accordingly, the terms of this protective order do not extend 15 beyond the commencement of the trial.

16 5. DESIGNATING PROTECTED MATERIAL

17 5.1 Exercise of Restraint and Care in Designating Material for Protection. 18 Each Party or Non-Party that designates information or items for protection under this 19 Order must take care to limit any such designation to specific material that qualifies 20 under the appropriate standards. The Designating Party must designate for protection 21 only those parts of material, documents, items, or oral or written communications that 22 qualify so that other portions of the material, documents, items, or communications 23 for which protection is not warranted are not swept

unjustifiably within the ambit of 24 this Order. 25 Mass, indiscriminate, or routinized designations are prohibited. Designations 26 that are shown to be clearly unjustified or that have been made for an improper 27 purpose (e.g., to unnecessarily encumber the case development process or to impose 28 1 unnecessary expenses and burdens on other parties) may expose the Designating Party 2 to sanctions. 3 If it comes to a Designating Party's attention that information or items that it 4 designated for protection do not qualify for protection, that Designating Party must 5 promptly notify all other Parties that it is withdrawing the inapplicable designation. 6 5.2 Manner and Timing of Designations. Except as otherwise provided in 7 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise 8 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection 9 under this Order must be clearly so designated before the material is disclosed or 10 produced. 11 Designation in conformity with this Order requires: 12 (a) for information in documentary form (e.g., paper or electronic 13 documents, but excluding transcripts of depositions or other pretrial or trial 14 proceedings), that the Producing Party affix, at a minimum, the legend

15 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES

16 ONLY" (hereinafter "CONFIDENTIAL legend" and "HIGHLY CONFIDENTIAL – 17 ATTORNEYS' EYES ONLY legend"), to each page that contains protected material. 18 If only a portion or portions of the material on a page qualifies for protection, the 19 Producing Party also must clearly identify the protected portion(s) (e.g., by making 20 appropriate markings in the margins). 21 A Party or Non-Party that makes original documents available for inspection 22 need not designate them for protection until after the inspecting Party has indicated 23 which documents it would like copied and produced. During the inspection and 24 before the designation, all of the material made available for inspection shall be 25 deemed "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' 26 EYES ONLY." After the inspecting Party has identified the documents it wants 27 copied and produced, the Producing Party must determine which documents, or 28 portions thereof, qualify for protection under this Order. Then, before producing the 1 specified documents, the Producing Party must affix the "CONFIDENTIAL legend" 2 or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY legend" to each 3 page that contains Protected Material. If only a portion or portions of the material on 4 a page qualifies for protection, the Producing Party also must clearly identify the 5 protected portion(s) (e.g., by making appropriate markings in the margins). 6 (b) for testimony given in depositions that the Designating Party identify 7 the Disclosure or Discovery Material on the record, before the close of the deposition. 8 (c) for information produced in some form other than documentary and 9 for any other tangible items, that the Producing Party affix in a prominent place on 10 the exterior of the container or containers in which the information is stored the 11 legends "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' 12 EYES ONLY." If only a portion or portions of the information warrants protection, 13 the Producing Party, to the extent practicable, shall identify the protected portion(s). 14 5.3 Inadvertent Failures to Designate.

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

20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order. 24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37-1, et seq, as modified by Judge Kaufman's Procedures. See <https://www.cacd.uscourts.gov/honorable-michael-b-kaufman>. Any discovery motion must strictly comply with these procedures. 28 1 6.3 Burden. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

8 7. ACCESS TO AND USE OF PROTECTED MATERIAL

9 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION). 15 Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order. 18 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to: 22 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action; 25 (b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action; 27 28 1 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A); 4 (d) the Court and its personnel; 5 (e) court reporters and their staff; 6 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the

“Acknowledgment and Agreement to Be Bound” (Exhibit A); 9 (g) the author or recipient of a document containing the information or 10 a custodian or other person who otherwise possessed or knew the information; 11 (h) during their depositions, witnesses, and attorneys for witnesses, in 12 the Action to whom disclosure is reasonably necessary provided: (1) the deposing 13 party requests that the witness sign the form attached as Exhibit A hereto; and (2) they 14 will not be permitted to keep any confidential information unless they sign the 15 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise 16 agreed by the Designating Party or ordered by the Court. Pages of transcribed 17 deposition testimony or exhibits to depositions that reveal Protected Material may be 18 separately bound by the court reporter and may not be disclosed to anyone except as 19 permitted under this Stipulated Protective Order; and 20 (i) any mediator or settlement officer, and their supporting personnel, 21 mutually agreed upon by any of the parties engaged in settlement discussions. 22 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES 23 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in 24 writing by the Designating Party, a Receiving Party may disclose any information or 25 item designated “HIGHLY CONFIDENTIAL- ATTORNEYS’ EYES ONLY” only 26 to: 27 (a) the Receiving Party’s Outside Counsel of Record in this Action, as 28 well as employees of said Outside Counsel of Record to whom it is reasonably 1 necessary to disclose the information for this Action; 2 (b) Experts (as defined in this Order) of the Receiving Party to whom 3 disclosure is reasonably necessary for this Action and who have signed the 4 “Acknowledgment and Agreement to Be Bound” (Exhibit A); 5 (c) the court and its personnel; 6 (d) private court reporters and their staff to whom disclosure is reasonably 7 necessary for this Action and who have signed the “Acknowledgment and Agreement 8 to Be Bound” (Exhibit A); 9 (e) professional jury or trial consultants, mock jurors, and Professional 10 Vendors to whom disclosure is reasonably necessary for this Action and who have 11 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); 12 (f) the author or recipient of a document containing the information or a 13 custodian or other person who otherwise possessed or knew the information; and 14 (g) any mediator or settlement officer, and their supporting personnel, 15 mutually agreed upon by any of the parties engaged in settlement discussions.

16 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED

17 PRODUCED IN OTHER LITIGATION

18 If a Party is served with a subpoena or a court order issued in other litigation 19 that compels disclosure of any information or items designated in this Action as

20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES

21 ONLY”, that Party must: 22 (a) promptly notify in writing the Designating Party. Such notification shall 23 include a copy of the subpoena or court order; 24 (b) promptly notify in writing the party who caused the subpoena or order to 25 issue in the other litigation that some or all of the material covered by the subpoena 26 or order is subject to this Protective Order. Such notification shall include a copy of 27 this Stipulated Protective Order; and 28 1 (c) cooperate

with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected. If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action

as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES

ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

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

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall: (1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party; (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and (3) make the information requested available for inspection by the Non-Party, if requested. (c) If the Non-Party fails to seek a protective order from this Court within 7 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this Court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were

made of all the terms of this Order, 21 and (d) request such person or persons to execute the “Acknowledgment and 22 Agreement to Be Bound” that is attached hereto as Exhibit A.

23 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE

24 PROTECTED MATERIAL

25 When a Producing Party gives notice to Receiving Parties that certain 26 inadvertently produced material is subject to a claim of privilege or other protection, 27 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil

28 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure

1 may be established in an e-discovery order that provides for production without prior 2 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the 3 parties reach an agreement on the effect of disclosure of a communication or 4 information covered by the attorney-client privilege or work product protection, the 5 parties may incorporate their agreement in the stipulated protective order submitted 6 to the Court.

7 12. MISCELLANEOUS

8 12.1 Right to Further Relief. Nothing in this Order abridges the right of any 9 person to seek its modification by the Court in the future. 10 12.2 Right to Assert Other Objections. By stipulating to the entry of this 11 Protective Order, no Party waives any right it otherwise would have to object to 12 disclosing or producing any information or item on any ground not addressed in this 13 Stipulated Protective Order. Similarly, no Party waives any right to object on any 14 ground to use in evidence of any of the material covered by this Protective Order. 15 12.3 Filing Protected Material. A Party that seeks to file under seal any 16 Protected Material must comply with Civil Local Rule 79-5. Protected Material may 17 only be filed under seal pursuant to a court order authorizing the sealing of the specific 18 Protected Material at issue; good cause must be shown in the request to file under 19 seal. If a Party’s request to file Protected Material under seal is denied by the Court, 20 then the Receiving Party may file the information in the public record unless 21 otherwise instructed by the Court.

22 13. FINAL DISPOSITION

23 After the final disposition of this Action, within 60 days of a written request by 24 the Designating Party, each Receiving Party must return all Protected Material to the 25 Producing Party or destroy such material. As used in this subdivision, “all Protected 26 Material” includes all copies, abstracts, compilations, summaries, and any other 27 format reproducing or capturing any of the Protected Material. Whether the Protected 28 Material is returned or destroyed, the Receiving Party must submit a written 1 || certification to the Producing Party (and, if not the same person or entity, to the 2 || Designating Party) by the 60 day deadline that (1) identifies (by category, where 3 || appropriate) all the Protected Material that was returned or destroyed, and (2) affirms 4 || that the Receiving Party has not retained any copies, abstracts, compilations, 5 || summaries or any other format reproducing or capturing any of the Protected Material. 6 || Notwithstanding this provision, counsel are entitled to retain an archival copy of all 7 || pleadings,

motion papers, trial, deposition, and hearing transcripts, legal memoranda, 8 || correspondence, deposition and trial exhibits, expert reports, attorney work product, 9 || and consultant and expert work product, even if such materials contain Protected 10 || Material. Any such archival copies that contain or constitute Protected Material 11 || remain subject to this Protective Order as set forth in Section 4 (DURATION).

12 ||} 14. VIOLATION OF ORDER

13 Any violation of this Order may be punished by any and all appropriate 14 || measures including, without limitation, contempt proceedings and/or monetary 15 || sanctions. 16 17 || IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD. 18 19 99 || DATED: August 7, 2025 Adrian Bacon 21 Attorney for Plaintiff DATED: August 7, 2025 Paul Croker Attorney for Defendant 45 || IT IS SO ORDERED. DATED: August 15, 2025 LA LEY; _____

MICHAEL B. KAWFMAN

28 UNITED STATES MAGISTRATE JUDGE

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1 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

2 3 I, [print or type full name], of 4 _____ [print or type full address], declare under penalty of perjury 5 that I have read in its entirety and understand the Stipulated Protective Order that 6 was issued by the United States District Court for the Central District of California 7 on [date] in the case of David Vaccaro v. Colibri Real Estate LLC, et al, Case No. 8 2:25-cv-05414-SPG-MBK, I agree to comply with and to be bound by all the terms 9 of this Stipulated Protective Order and I understand and acknowledge that failure 10 to so comply could expose me to sanctions and punishment in the nature of 11 contempt. I solemnly promise that I will not disclose in any manner any 12 information or item that is subject to this Stipulated Protective Order to any person 13 or entity except in strict compliance with the provisions of this Order. 14 I further agree to submit to the jurisdiction of the United States District Court for 15 the Central District of California for the purpose of enforcing the terms of this 16 Stipulated Protective Order, even if such enforcement proceedings occur after 17 termination of this action. I hereby appoint _____ [print 18 or type full name] of _____ [print or type 19 full address and telephone number] as my California agent for service of process 20 in connection with this action or any proceedings related to enforcement of this 21 Stipulated Protective Order. 22 Date: _____ 23 City and State where sworn and signed: _____ 24 Printed name: 25 26 Signature: 27 28