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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF SAN DIEGO**

16 KARL BECK, individually and on behalf
17 of all other similarly situated California
residents,

18 Plaintiff,

19 vs.

20 POINT LOMA PATIENTS CONSUMER
21 COOPERATIVE CORPORATION, a
California corporation, ADAM KNOPF, an
22 individual, JUSTUS H. HENKES IV, an
individual, 419 CONSULTING INC, a
23 California corporation, GOLDEN STATE
GREENS LLC, a California LLC, FAR
24 WEST MANAGEMENT LLC, a
California LLC, FAR WEST
25 OPERATING, LLC, a California LLC,
FAR WEST STAFFING LLC, a California
26 LLC, and DOES 1-50;

27 Defendants.
28

ELECTRONICALLY FILED

Superior Court of California,
County of San Diego

02/13/2018 at 03:10:00 PM

Clerk of the Superior Court
By Doreen Johnson, Deputy Clerk

CASE NO. 37-2017-00037524-CU-BT-CTL

**STIPULATION AND [PROPOSED]
ORDER RE CONFIDENTIALITY OF
DOCUMENTS AND OTHER
INFORMATION BETWEEN PLAINTIFF
AND DEFENDANTS**

Judge: Hon. Joel Wohlfeil
Dept.: 73

Complaint Filed: October 6, 2017
Trial Date: Not Set

1 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Karl Beck,
2 individually and on behalf of all other similarly situated California residents (“Plaintiff”), and
3 Defendants Point Loma Patients Consumer Cooperative Corporation (“PLPCC”), Adam Knopf,
4 Justus H. Henkes IV, Far West Management, LLC, Far West Operating, LLC, Far West Staffing,
5 LLC, 419 Consulting, Inc., and Golden State Greens, LLC (collectively “Defendants”) (together
6 with Plaintiff, collectively the “Parties” and each singularly a “Party”), by and through their
7 respective counsel of record, agree as follows:

8
9 1. Good Cause. The Parties recognizes that “[i]t is the policy of the court that
10 confidentiality agreements and protective orders are disfavored and should be recognized and
11 approved by the court only when there is a genuine trade secret or privilege to be protected.”
12 L.R. 2.5.5. Defendants believe good cause exists for the issuance of this Stipulated Protective
13 Order (“Protective Order”) because this Action may involve the potential production and
14 disclosure of personal records of consumers, employment records, confidential health and
15 medical records and proprietary or confidential information and trade secrets during the
16 pendency of this action for which special protection from public disclosure and from use for
17 any purpose other than prosecuting this litigation between Plaintiff and Defendants, to which
18 such Discovery Materials are relevant, may be warranted. Accordingly, Defendants have
19 requested, and the Parties hereby stipulate to and petition the Court to enter the following
20 Protective Order. The Parties acknowledge that this Protective Order does not confer blanket
21 protections on all disclosures or responses to discovery and that the protection it affords
22 extends only to the limited information or items that are entitled under the applicable legal
23 principles to treatment as confidential. The Parties further acknowledge, as set forth in
24 Paragraph 11, below, that this Protective Order creates no entitlement to file confidential
information under seal.

25 2. Proceedings and Information Governed. For purposes of this Protective Order,
26 “Discovery Materials” shall include any documents, information, or other things, regardless
27 of the medium or manner generated, stored, or maintained (including, among other things,
28 testimony, transcripts, or tangible things), provided in any form, including electronically,

1 furnished by any party to any other party in connection with this action. The information
2 protected includes, but is not limited to, responses to demands for identification and
3 production of documents or other things; responses to form or special interrogatories;
4 responses to requests for admission; deposition testimony and exhibits; and all copies
5 extracts, summaries, compilations, designations, and portions of the foregoing. Discovery
6 Materials shall only be used in conjunction with litigation between the Parties to this action
7 ("Action") and any other case deemed by this Court to be a "related case" (Cal. R. Ct. 3.300),
8 and not for any other purpose.

9 3. Confidential Information. The Parties may designate all or portions of any
10 Discovery Materials as "CONFIDENTIAL INFORMATION" under the terms of this Protective
11 Order. CONFIDENTIAL INFORMATION includes, but is not limited to all information or
12 material that is produced for or disclosed to a receiving party (Plaintiff or Defendants); and that a
13 party (Plaintiff or Defendants) reasonably and in good faith believes to constitute (a) "Personal
14 Records" under Code of Civil Procedure section 1985.3, (b) "Employment Records" under Code
15 of Civil Procedure section 1985.6, (c) confidential health and medical records under Civil Code
16 section 56 et seq.; (d) trade secret or other confidential research, development or commercial
17 information under Code of Civil Procedure section 2031.060(b)(5); or (e) other information that
18 is provided confidential protection under California law.

19 4. Designation of CONFIDENTIAL INFORMATION. The producing party shall
20 designate CONFIDENTIAL INFORMATION by marking or stamping Discovery Materials with
21 the legend "CONFIDENTIAL".

22 For written Discovery Material, the designation of CONFIDENTIAL
23 INFORMATION must be made when the material is produced to the receiving party. The
24 designation of any particular page of written material shall indicate that all information
25 contained on that page is designated CONFIDENTIAL INFORMATION unless otherwise
26 indicated.

27 For Discovery Material in electronic format, CONFIDENTIAL INFORMATION may
28 be designated by stamping the medium (e.g., the CD-ROM or DVD-ROM, tape, disk or other
medium) containing the CONFIDENTIAL INFORMATION. The producing party must

1 designate the CONFIDENTIAL INFORMATION by giving written notice to the receiving party
2 at the time such material is produced. The written notice must clearly identify that part of the
3 information being produced that is designated as CONFIDENTIAL INFORMATION.

4 Each party that designates information or items for protection under this Protective Order
5 must limit any such designation to specific material that qualifies under the appropriate standards.
6 A designating party must take reasonable care to designate for protection only those parts of
7 documents or information that the designating party reasonably believes to qualify for protection.

8 Whether or not any Discovery Materials are designated as CONFIDENTIAL
9 INFORMATION shall not be conclusive of whether they are lawfully entitled to protection as
10 such; resolution of disputes regarding such designations shall be resolved pursuant to
11 Paragraph 7, below.

12 If a Party produces Discovery Materials that it does not designate
13 CONFIDENTIAL INFORMATION but later wishes to so designate such Discovery
14 Materials, the disclosing party shall be entitled to do so with the caveat that the
15 provisions of this Protective Order applicable to Discovery Materials ultimately
16 designated CONFIDENTIAL INFORMATION shall not apply until and unless such
17 designation is made. An opposing party may also designate as CONFIDENTIAL
18 INFORMATION Discovery Materials produced by the other Party.

19 If timely corrected, an inadvertent failure to designate qualified information or items
20 as CONFIDENTIAL INFORMATION does not waive the right to secure protection under
21 this Protective Order for such material. If material is designated as CONFIDENTIAL
22 INFORMATION or after the material was initially produced, the receiving party, on timely
23 notification of the designation, must make reasonable efforts to assure that the material is
24 treated in accordance with the provisions of this Protective Order subject to the right to
25 challenge such designation under Paragraph 7.

26 5. Party's Own Information. The restrictions on the use of CONFIDENTIAL
27 INFORMATION established by this Protective Order apply only to the use by a Party of
28 confidential information received from another Party to this action. If the designating party
makes information designated CONFIDENTIAL INFORMATION in this action available to

1 the public, then the designating party must promptly notify all Parties that it is abandoning
2 those specific CONFIDENTIAL INFORMATION designations.

3 6. Persons Authorized to Receive CONFIDENTIAL INFORMATION. For purposes
4 of this Protective Order, the term "qualified recipient" of CONFIDENTIAL INFORMATION
5 that has been designated pursuant to the terms of this Protective Order shall mean:

6 (a) The Parties to this action, including officers, directors, attorneys employed
7 in-house, employees to whom disclosure of confidential information is deemed necessary by
8 for purposes of this action only;

9 (b) The attorneys of record in this action, attorneys employed in-house by the
10 parties, any attorneys retained by the parties in this action to consult on the litigation, their
11 respective partners, associates, clerks, legal assistants, secretaries, interns, stenographic and
12 support personnel, and such other persons retained by such attorneys to provide litigation support
13 services in this action;

14 (c) Any person who was author of the document or information, was an
15 addressee of the document or information, who has seen or reviewed or otherwise handled the
16 confidential information, or who was otherwise involved in the creation and/or preparation of
17 the document or information;

18 (d) The Court, court personnel, and court reporters;

19 (e) Any persons to whom the Court in this action orders that disclosures may
20 be made;

21 (f) Experts, non-retained experts, and consultants:

22 (g) Any person deposed or who otherwise testifies in this action who has
23 signed the Non-Disclosure Agreement; and

24 (h) Any other person to whom the parties mutually agree in writing or allowed
25 by the Court.

26 All persons identified in subparagraphs (f) through (h) above shall complete and sign a
27 declaration that he or she has read and understands the terms of this Protective Order and agrees
28 to be bound by its terms, which is attached as Exhibit A. The person's signature shall be and
hereby is intended to cover their employees, clerks, or other personnel within their offices.

1 Each person to whom disclosure of CONFIDENTIAL INFORMATION is made agrees to be
2 subject to the jurisdiction of this Court solely for purposes of this Protective Order. An
3 executed declaration as described above shall be maintained by the attorney of record for the
4 Party causing the disclosure. It shall be made available for inspection by any other Party on
5 ten (10) days prior written notice, except for non-retained experts.

6 7. Challenges to and Removal of CONFIDENTIAL INFORMATION

7 Designation. Nothing in this Protective Order shall preclude any Party from challenging a
8 designation of any information or material as CONFIDENTIAL INFORMATION by any
9 other party. If designated by a party as CONFIDENTIAL INFORMATION, information and
10 material will be so treated for all purposes, and shall continue to be treated as
11 CONFIDENTIAL INFORMATION unless and until the Court rules to the contrary. Any
12 party may challenge or object to the designation as CONFIDENTIAL INFORMATION of
13 any information and material and/or seek removal of particular items of CONFIDENTIAL
14 INFORMATION from this Protective Order by giving counsel for all other Parties written
15 notice of its intent to seek removal. The challenging party and the designating party shall
16 meet and confer on the status of the designation and attempt to resolve the disagreement
17 informally. If no resolution can be reached, the matter may be presented to the Court by the
18 challenging Party for a ruling on the challenged designation. The designating party shall
19 have the burden of justifying that designation consistent with applicable law. Until the court
20 rules otherwise, the challenged material shall be treated as CONFIDENTIAL
21 INFORMATION. Nothing in this Protective Order shall prevent a party, at any time, from
22 challenging, through motion or other application to the court, the propriety of the other
23 Party's CONFIDENTIAL INFORMATION designation.

24 8. Use of CONFIDENTIAL INFORMATION. Any information or material
25 designated as CONFIDENTIAL INFORMATION will be handled by the receiving party, and all
26 other parties who receive copies of said information and/or material, in accordance with the terms
27 of this Protective Order. Information and material designated as CONFIDENTIAL
28 INFORMATION will be held in confidence by each receiving party, will be used by each
receiving party for purposes of this Action and any other case deemed by this Court to be a

1 "related case" (Cal. R. Ct. 3.300) only and not for any business, competitive or other purpose
2 unless agreed to in writing by all parties to this action or as authorized by further Order of the
3 Court, and will not be disclosed to, or the substance discussed with, any person who is not a
4 qualified recipient, except as provided in this order.

5 9. Copies of CONFIDENTIAL INFORMATION. Nothing in this stipulation and
6 order shall prevent or otherwise restrict a qualified recipient from making working copies,
7 abstracts, summaries, digests and analyses of CONFIDENTIAL INFORMATION for use in
8 connection with this Action. All such working copies, abstracts, summaries, digests and
9 analyses will be considered confidential information under the terms of this Protective Order,
10 but only as to those specific parts containing CONFIDENTIAL INFORMATION.

11 10. Transmission of CONFIDENTIAL INFORMATION. Nothing in this stipulation
12 and order shall prevent or otherwise restrict the transmission or communication of
13 CONFIDENTIAL INFORMATION between or among qualified recipients.

14 11. Court Proceedings. Pleadings, motions, or other documents to be filed with
15 the Court in this Action that contain CONFIDENTIAL INFORMATION will be lodged
16 with the court in a sealed envelope or other container on which will be endorsed the title of
17 the action to which it pertains, an indication of the nature of the hearing, proceeding or
18 other action to which it pertains, an indication of the nature of the contents of the sealed
19 envelope or other container, the designation "CONFIDENTIAL INFORMATION" and a
20 statement substantially in the following form:

21 **"LODGED CONDITIONALLY UNDER SEAL CONFIDENTIAL
22 INFORMATION SUBJECT TO PROTECTIVE ORDER"**

23 **The contents of this envelope (or container) which is filed in this action by
24 (name of Party and, if applicable, the name of deponent) are not to be
25 included in the publicly available file in this action. "**

26 Nothing in this Order prevents a party from filing a pleading, document, or motion
27 within the Court files available to the public, even if the information contained therein is
28 CONFIDENTIAL INFORMATION, as long as the CONFIDENTIAL INFORMATION is
redacted in the publicly filed documents.

1 The Party lodging documents or things pursuant to this paragraph above must follow
2 the procedures enumerated by California Rule of Court 2.551. On the same day that such
3 CONFIDENTIAL INFORMATION is lodged with the Court, counsel for the lodging Party
4 shall contact counsel for the Party which designated the CONFIDENTIAL INFORMATION
5 by email, and shall also attempt to do so by telephone, and notify them of the lodging,
6 allowing counsel for the designating Party to file an appropriate motion to seal.

7 12. Testimony. Notwithstanding any provision of this Protective Order to the
8 contrary, any person may be examined as a witness at deposition and may testify concerning
9 all CONFIDENTIAL INFORMATION. With respect to any deposition, confidential
10 treatment may be invoked by designating areas of inquiry and answers as "CONFIDENTIAL
11 INFORMATION" on the record at the deposition, or by serving specific pages and/or lines
12 designations on the court reporter and the parties within 15 days after receipt of the
13 transcript of the deposition in which the designations are made. If a designating party has
14 advised the court reporter that CONFIDENTIAL INFORMATION has been disclosed
15 during a deposition, the court reporter shall include on the cover page the following
16 indication: "DEPOSITION CONTAINS CONFIDENTIAL INFORMATION OF [NAME
17 OF DESIGNATING PARTY] — SUBJECT TO PROTECTIVE ORDER IN *BECK v.*
18 *POINT LOMA PATIENTS CONSUMER COOPERATIVE CORPORATION et al.*" or words
19 to that effect. The court reporter shall supplement the transcript to mark the pages and lines
20 designated as CONFIDENTIAL INFORMATION and amend the cover page to reflect that
21 these specific designations have been made. Prior to the receipt of the page and line
22 designations, the parties shall treat the entire transcript as CONFIDENTIAL
23 INFORMATION for a period of 15 calendar days of receipt of the initial transcript.

24 13. Subpoenas. If any person or party having possession, custody, or control of any
25 CONFIDENTIAL INFORMATION receives a subpoena or other process or order to produce
26 CONFIDENTIAL INFORMATION, he/she/it will promptly:

- 27 (a) Notify in writing all attorneys of record;
28 (b) Furnish those attorneys with a copy of the subpoena or other process of
order; and

1 (c) Provide reasonable cooperation with respect to a procedure to protect the
2 confidential information sought to be pursued by the party whose interests may be affected. If
3 the party asserting the confidentiality makes a motion to quash or modify the subpoena,
4 process or order, there will be no disclosure, process or order until the Court has resulted on
5 the motion and, then only in accordance with the ruling. If no motion is made despite a
6 reasonable opportunity to do so, the person or party receiving the subpoena or other process
7 or order will be entitled to comply with it if the person or party has fulfilled its obligations
8 under this order.

9 (d) This paragraph does not apply to subpoenas served by the parties upon
10 third parties.

11 14. Attorneys' Actions. Nothing in this order will bar or otherwise restrict an
12 attorney who is a qualified recipient from:

- 13 (a) Rendering advice to his or her client with respect to this action; or
14 (b) Generally referring to or relying on his or her examination of documents
15 that have been produced under this order and that contain CONFIDENTIAL INFORMATION.

16 15. No Waiver. The taking of, or the failure to take, any action to enforce the
17 provisions of this Protective Order, or the failure to object to any designation or any such action
18 or omission, will not constitute a waiver of any right to seek and obtain protection or relief, other
19 than as specified in this Protective Order, of any claim or defense in this action or any other
20 action, including but not limited to, any claim or defense that any information:

- 21 (a) Is it not relevant, material, or otherwise discoverable;
22 (b) Is or is not confidential or proprietary to any party;
23 (c) Is or is not entitled to particular protection; or
24 (d) Embodies or does not embody trade secrets or confidential research,
development, or commercial information of any party.

25 In making this claim or defense, the party must comply with the procedures described in
26 this Protective Order. This Protective Order is entered without prejudice to the right of any Party
27 to apply to the Court at any time to relax or rescind the restrictions of this Protective Order, when
28 convenience or necessity requires. The procedures set forth in this Protective Order will not

1 affect the rights of the Parties to object to discovery on grounds other than those related to trade
2 secrets or proprietary information claims nor will they relieve a party of the necessity of property
3 response to discovery devices.

4 16. Discoverability and Admissibility of Documents. Nothing in this Protective
5 Order shall be construed to affect either the discoverability or admissibility at trial of any
6 document, recording or thing, nor shall any Party's entry into this Protective Order be deemed
7 to waive either its right to object to the production of documents, recordings, or things on
8 appropriate grounds, or to move to compel the production of documents, recordings or things
9 wrongfully withheld from production.

10 17. Return of Information and Materials. At the conclusion of this action, all
11 CONFIDENTIAL INFORMATION will, on written request of the party furnishing the
12 information:

13 (a) Be delivered to the Party that furnished the
14 CONFIDENTIAL INFORMATION, or

15 (b) Be destroyed, in which event counsel will give written notice of the
16 destruction to opposing counsel. All CONFIDENTIAL INFORMATION not embodied in written
17 materials, documents, or tangible items will remain subject to this Protective Order.

18 18. Court's Jurisdiction. The Court retains jurisdiction to make amendments,
19 modifications, deletions, and additions to this Protective Order as the Court from time to time
20 considers appropriate. The provisions of this order regarding the use or disclosure of information
21 designated as CONFIDENTIAL INFORMATION will survive the termination of this action, and
22 the Court will retain jurisdiction with respect to this Protective Order.

23 19. Notices. Any notice requirements in this order may be waived, in whole or in part,
24 but only a writing signed by the attorney of record for the party against whom such waiver is
25 sought will be effective.

26 20. Amendments. The Parties may amend this Protective Order in writing and may
27 seek to have the amendments entered by the Court as part of this Protective Order.

28 21. Interpretation. This Protective Order has been negotiated at arm's length and
between and among persons sophisticated and knowledgeable in the matters dealt with in this

1 stipulation. Accordingly, none of the parties hereto shall be entitled to have any provisions of
2 the Protective Order construed against any of the other parties hereto in accordance with any
3 rule of law, legal decision, or doctrine that would require interpretation of any ambiguities in
4 this Protective Order against the party that has drafted it. The provisions of this Protective
5 Order shall be interpreted in a reasonable manner to affect the purposes of the parties hereto.

6 22. Binding on all Parties/Extension to Non-Parties. This stipulation, upon entry as an
7 Order of the Court, shall bind the Parties represented by the undersigned counsel, the Parties'
8 agents, officers, directors, employees, and representatives who receive notice of this stipulation
9 and order, and all other parties who appear in this case during the course of this litigation.

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14 **SO STIPULATED.**

15
16 Dated: February 12th, 2018

DART LAW

17
18 By 

19 Matthew B. Dart
20 Attorney for Defendants Adam Knopf, and
Justus Henkes, and 419 Consulting, Inc.

21 Dated: February 12th, 2018

AUSTIN LEGAL GROUP, APC

22
23 By: 

24 Gina M. Austin/Tamara Leetham,
25 Attorneys for PLPCC, Far West Operating,
26 Far West Expansion, Far West Staffing,
27 and Golden State Greens
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Dated: February 8, 2018

THE RESTIS LAW FIRM, P.C.

By 
William R. Restis
Attorney for Plaintiff

Dated: February 9th, 2018

FINKELSTEIN & KRINSK LLP

By: 
Jeffrey R. Krinsk
Attorneys for Plaintiff

Having reviewed and considered the foregoing Stipulation of the parties, and good cause appearing for same:

IT IS SO ORDERED.

Dated: **2/27/18**



JUDGE OF THE SUPERIOR COURT

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EXHIBIT A

NON-DISCLOSURE AGREEMENT

I, the undersigned, declare that I have read the Protective Order entered in the action entitled *Beck v. Point Loma Patients Consumer Cooperative et al.* pending in the San Diego Superior Court, and agree to comply with and be bound by its terms. To effectuate my compliance with this Order, I further submit myself to the personal and subject matter jurisdiction of the State of California for purposes of this action and Protective Order only.

Dated: _____

By: _____

Print Name: _____