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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

KARI NELSON, individually and
KIONO NELSON, as the Personal
Representative of the ESTATE OF
FREDDY, NELSON, JR,

Plaintiffs,

v.

TMT DEVELOPMENT CO., LLC, an
Oregon corporation; D. PARK
CORPORATION, and Oregon
corporation, dba HAYDEN MEADOWS;
MATTHEW CADY, dba
CORNERSTONE SECURITY GROUP;
JEFFREY JAMES, dba CORNERSTONE
SECURITY GROUP; TJ LATHROM, dba
CORNERSTONE SECURITY GROUP;
and LOGAN GIMBEL

Defendant.

No.: 21CV40742

AMENDED STIPULATED
PROTECTIVE ORDER

Plaintiffs Kari Nelson, Kiono Nelson, and the Estate of Freddy Nelson, Jr.,
and Defendants TMT Development Co., LLC, D. Park Corporation, Matthew Cady,
Jeffry James, TJ Lathrom, and Logan Gimbel hereby stipulate, subject to approval
of the Court, to the entry of a protective order in the above-captioned action.

1. Discovery in this action is likely to involve and has involved production
of confidential or private information for which special protection may be
warranted. Accordingly, the parties hereby stipulate to and petition the court to

1 enter the following Stipulated Protective Order. The parties acknowledge that this
2 agreement is consistent with ORCP 36C. It does not confer blanket protection on all
3 disclosures or responses to discovery; the protection it affords from public disclosure
4 and use extends only to the limited information or items that are entitled to
5 confidential treatment under the applicable legal principles, and it does not
6 presumptively entitle parties to file confidential information under seal.

7 2. "Confidential Information" shall include the financial documents,
8 private employment related information, personal information of uninvolved
9 individuals, proprietary documents used by a business, trade secret information
10 used by any entity in business or trade, and materials which may bias members of
11 the public who may serve on the jury, and other records produced by any party.

12 3. Confidential Information shall be used solely for the pre-trial
13 litigation, trial and/or settlement of the claims and defenses maintained in this civil
14 action and shall not be communicated or used for any other purpose whatsoever
15 except as compelled by court order or disclosed pursuant to the Oregon Code of
16 Professional Responsibility for attorneys at law.

17 4. Confidential information shall not include any information that: (a) is
18 or becomes publicly available without the receiving party's breach of any obligation
19 owed to the disclosing party or nonparty, (b) is or becomes known to the receiving
20 party from a source other than the disclosing party or non-party (other than by the
21 breach of any obligation of confidentiality owed to the disclosing party or nonparty),
22 or (c) is developed by the receiving party independent of any information disclosed
23 by the disclosing party.

24 5. Such designation of confidentiality shall be made by the disclosing
25 party or nonparty, where practical, by marking each page of a document, each
26 separate part or component of a thing, or each separate item of other information in

1 a conspicuous manner. If not practical to so mark the material itself, a container for
2 or a tag attached to the material shall be so marked. The marking shall state
3 "CONFIDENTIAL."

4 6. In lieu of marking the original of a document or other material prior to
5 inspection, the disclosing party or nonparty or its counsel may orally designate any
6 document or other material being produced for inspection by a party or counsel for a
7 party as CONFIDENTIAL, thereby making it, and the information it contains,
8 temporarily subject to this Order. However, each copy of such document or other
9 material subsequently delivered to the inspecting party or counsel must be marked
10 CONFIDENTIAL as required by this Order at the time it is so delivered in order to
11 make the document and copies subject to this Order: provided, however, that all
12 documents shall be deemed temporarily subject to this Order as if marked
13 CONFIDENTIAL for ten (10) business days from such delivery to permit the
14 disclosing party or nonparty to correct any inadvertent failure to so mark delivered
15 documents.

16 7. If during the course of a deposition taken in this action any questions
17 are to be asked or any answers are to be given regarding confidential material, then
18 only persons designated in the appropriate section of paragraph 12 (twelve) below,
19 the deponent (and the deponent's counsel in the case of a separately represented
20 nonparty), and the reporter and videographer shall be allowed to be present during
21 such portion of the deposition. This paragraph shall not be deemed to authorize
22 disclosure of any confidential material to any person to whom disclosure is
23 prohibited under this Protective Order.

24 8. Any deponent or party attending a deposition may at the deposition
25 designate the deposition as CONFIDENTIAL and request the reporter to insert a
26 statement regarding the confidentiality of the information into the deposition
transcript, or may have until twenty (20) days after receipt of the deposition

1 transcript within which to inform the parties, in writing, what specific portions of
2 the transcript are designated CONFIDENTIAL. No such deposition transcript shall
3 be disclosed to any person other than persons described in paragraph 12 (twelve)
4 below and the deponent (and the deponent's counsel in the case of a separately
5 represented nonparty) during these twenty (20) days, and no person attending such
6 a deposition shall disclose the contents of the deposition to any person other than
7 those described in paragraph 12 (twelve) during said twenty (20) days. Upon being
8 informed that certain portions of a deposition are designated as CONFIDENTIAL,
9 each party shall cause each copy of the transcript in its possession, custody or
10 control to be so marked, to the extent not already marked by the reporter. Upon
11 expiration of the twenty (20) day period, any deposition transcript, or portions of a
12 deposition transcript designated CONFIDENTIAL under this paragraph, either at
13 the time of the deposition or within the twenty (20) day period for designation, shall
14 be subject to all other paragraphs in this Order affecting material so designated.

15 9. Material designated CONFIDENTIAL as provided herein shall not be
16 used or disclosed by any recipient for any purpose other than in connection with the
17 above-captioned action and shall not be disclosed by the recipient to anyone other
18 than those persons designated in the appropriate section of paragraph 12 (twelve)
19 below, unless and until the restrictions herein are removed by Order of the Court or
20 by written stipulation of the parties and disclosing nonparty, subject to the approval
21 of the Court.

22 10. Inadvertent disclosure of materials designated CONFIDENTIAL
23 without identifying the same as CONFIDENTIAL shall not be deemed a waiver of
24 confidentiality with regard to similar information, nor shall it be deemed a waiver
25 of confidentiality with regard to the information inadvertently disclosed. When the
26 designating party or nonparty learns of such error, it shall promptly provide all
parties written notice of the correct designation, and all recipients shall henceforth

1 abide by such designation in accordance with this Order. The designation of
2 nonconfidential materials as CONFIDENTIAL shall not be admissible in any
3 proceeding as evidence that the material in fact contained confidential information.

4 11. Nothing in this Order shall be construed to prevent a party to this
5 action from opposing the designation of materials as CONFIDENTIAL at any time.
6 A party opposing the designation of materials as CONFIDENTIAL shall serve a
7 written objection, including a statement of the grounds for the objection, on the
8 designating party or nonparty. The designating party or nonparty will have ten
9 (10) business days following the receipt of the objection to withdraw its
10 CONFIDENTIAL designation. If the CONFIDENTIAL designation is not
11 withdrawn, the objecting party may move the Court for an order removing the
12 CONFIDENTIAL designation. The party or nonparty making the designation shall
13 bear the burden on any such motion of demonstrating that the information is
14 CONFIDENTIAL.

15 12. Access to material designated under this Protective Order shall be
16 limited as follows:

17 A. Subject to paragraph 12(B) of this Protective Order, and any further
18 order of the Court, access to material designated CONFIDENTIAL and
19 to any portion of any transcript, brief, affidavit, memorandum or other
20 document that contains or reveals material so designated, shall be
21 limited to:

- 22 i. The parties;
- 23 ii. outside counsel of record for the parties, including their partners
24 and associates who assist them in this matter;
- 25 iii. in-house counsel for the parties;
- 26 iv. the clerical employees of such counsel of record or in-house
counsel(including secretaries, paralegals, and clerks) assisting

1 such counsel in preparation of this case, provided, however, that
2 such employees have access to material designated
3 CONFIDENTIAL only to the extent necessary to perform their
4 duties;

5 v. insurance adjusters and their supervisors assigned to this matter
6 and working with counsel of record or in-house counsel in
7 preparation of this case;

8 vi. non-party experts or consultants, including their secretarial and
9 clerical personnel, retained to assist counsel of record in this
10 case who agree to maintain the confidentiality of the materials.

11 vii. court reporters involved in transcribing depositions or other
12 proceedings in this litigation, and Videographers involved in
13 recording depositions, provided that they agree to be subject to
14 the terms of this Order and provided that they are provided
15 information designated CONFIDENTIAL only to the extent
16 necessary to perform their duties;

17 viii. outside vendors who specialize in the business of microfiling,
18 photocopying, computer classification, or similar clerical
19 functions, but only for so long as necessary to perform those
20 services;

21 ix. the Court;

22 x. court personnel involved with this case; and

23 xi. members of the jury in this case.

24 B. The designation of any material as CONFIDENTIAL shall not preclude
25 any party from showing the material to any person (i) who appears as
26 the author or as an addressee on the face of the material and is not
otherwise shown prior to such disclosure not to have received the

1 material, or (ii) who has been identified by the designating party as
2 having been provided with the material or with the information
3 therein.

4 Nothing contained in this Order shall affect the right of the disclosing party
5 to disclose or use for any purpose the documents or information produced and/or
6 designated by it as CONFIDENTIAL.

7 13. Each recipient of material designated CONFIDENTIAL shall maintain
8 such material in a secure, safe area or electronic file and shall exercise the same
9 standard of care with respect to the storage, custody, use and dissemination of such
10 material as is exercised by the recipient with respect to its own confidential
11 material.

12 14. If information subject to a claim of attorney-client privilege or work-
13 product immunity is inadvertently produced, such production shall in no way
14 prejudice or otherwise constitute a waiver of, or estoppel as to, any claim of
15 privilege or work-product immunity for such information. If a party has
16 inadvertently produced information subject to a claim of immunity or privilege,
17 upon request the information for which a claim of inadvertent production is made
18 shall be returned promptly and, if an inadvertently produced document, all copies of
19 that document that may have been made shall be destroyed. The party returning
20 such information may move the Court for an Order compelling production of such
21 information, but the motion shall not assert as a ground for production the fact or
22 circumstances of the inadvertent production.

23 15. If a party intends to file documents designated as CONFIDENTIAL
24 with the Court, that party shall provide notice to the other parties as early as
25 reasonably practicable. A party seeking to ensure the documents designated as
26 CONFIDENTIAL are filed under seal shall, within seven (7) days file a motion
pursuant to Multnomah County Supplementary Local Rule 5.165. Specifically, the

1 party seeking to file under seal documents designated as CONFIDENTIAL under
2 this protective order must file a motion to file documents under seal that specifies:
3 (1) the statutory authority for sealing the documents; (b) the reasons for protecting
4 the documents from public inspection; and (c) a description of the documents to be
5 sealed. The judge hearing the motion may require the moving party to submit the
6 documents to the court for in camera review.

7 If notice is not provided to the other parties by the party seeking to file
8 documents designated as confidential more than seven (7) days before the filing of
9 the motion or other documents requiring the filing of the documents designated as
10 confidential the party seeking to file the document shall not file the document, and
11 instead shall provide the Court with a declaration or affidavit stating that the
12 documents are subject to a protective order and will be filed following resolution of
13 the motion to seal the documents if one is made. If no such motion is filed within
14 seven (7) days, the party seeking to file the documents may supplement the filing
15 with the documents.

16 Materials designated CONFIDENTIAL which are to be filed with the Court
17 shall be placed under seal where redactions, coding identities, summarizing or other
18 objective treatment cannot be made. When materials designated CONFIDENTIAL
19 are filed in a sealed envelope the materials shall not be disclosed to the clerk or any
20 other person except upon further order of this Court. Marked on the outside of the
21 sealed envelope shall be the title of the action, and identification of the document or
22 thing within, and a statement substantially in the following form:

23 **"CONTAINS CONFIDENTIAL INFORMATION FILED UNDER SEAL**
24 **PURSUANT TO THE PROTECTIVE ORDER OF [DATE]. TO BE OPENED**
25 **ONLY BY OR AS DIRECTED BY THE COURT OR BY STIPULATION OF**
26 **THE PARTIES SUBJECT TO THE APPROVAL OF THE COURT."**

16. If material designated CONFIDENTIAL is disclosed to any person
other than in the manner authorized by this Order, the party responsible for the

1 disclosure must immediately bring all pertinent facts relating to such disclosure to
2 the attention of the designating nonparty and all parties, and without prejudice to
3 the rights and remedies of the designating party or nonparty, make every effort to
4 retrieve the improperly disclosed material and to prevent further unauthorized
5 disclosure on its own part and further unauthorized use and disclosure on the part
6 of the recipient of such information or material.

7 17. In the event that any material or information designated
8 CONFIDENTIAL, is used in any court proceeding in connection with this litigation,
9 it shall not lose its confidential status through such use, and the parties shall take
10 all steps reasonably required to protect its confidentiality during such use.

11 18. All notices required by this Order are to be served via e-mail with
12 confirmation by regular mail to the appropriate attorney(s). The date by which a
13 party receiving a notice shall respond, or otherwise take action, shall be computed
14 from the date indicating that the e-mail was received.

15 19. Nothing in this Order shall be construed to prevent a party or
16 nonparty from seeking such further provisions regarding confidentiality as may be
17 appropriate.

18 20. Upon the request of the producing party or third party, within 30 days
19 after the entry of a final judgment no longer subject to appeal on the merits of this
20 case, or the execution of any agreement between the parties to resolve amicably and
21 settle this case, the parties and any person authorized by this Order to receive
22 confidential information shall return to the producing party or third party, or
23 destroy and certify to the producing party that it has done so, all information and
24 documents subject to this Order. Returned materials shall be delivered in sealed
25 envelopes marked "Confidential" to respective counsel. The party requesting the
26 return of materials shall pay the reasonable costs of responding to its

1 request. Notwithstanding the foregoing, counsel for a party may retain archival
2 copies of confidential documents.

3 21. This Order shall remain in effect after the final determination of this
4 action, unless otherwise ordered by the Court.

5 IT IS SO ORDERED

6 1/19/2023 3:49:17 PM

7 

8 Circuit Court Judge Leslie G. Bottomly

9
10 Stipulated to by:

11
12 MALONEY LAUERSDORF REINER, PC

13 By /s/ Katie D. Buxman
14 Katie D. Buxman / Candice J. Martin

15 Of Attorneys for Defendants Matthew Cady,
16 Jeffrey James, TJ Lathrom, dba Cornerstone
17 Security Group

18 D'AMORE LAW GROUP

19 By /s/ Thomas D'Amore
20 Thomas D'Amore / Ben Turner

21 Of Attorneys for Plaintiffs

22 HART WAGNER LLP

23 By /s/ Carey Caldwell
24 Joe Traylor/Carey Caldwell

25 Of Attorneys for Defendants TMT and
26 D.Park

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COSGRAVE VERGEER KESTER LLP

By /s/ Andrew Burns
Andrew Burns / Shayna Rogers
Of Attorneys for Defendant Logan Gimbel

THENELL LAW GROUP

By /s/ Kirsten Curtis
Kirsten Curtis
Of Attorneys for Defendant Logan Gimbel

CERTIFICATE OF READINESS
(PURSUANT TO UTCR 5.100)

This proposed AMENDED STIPULATED PROTECTIVE ORDER is ready for judicial signature because:

1. Each opposing party affected by this order or judgment has *stipulated* to the order or judgment, as shown by each opposing party's signature on the document being submitted.
2. Each opposing party affected by this order or judgment has *approved* the order or judgment, as shown by signature on the document being submitted or by written confirmation of approval sent to me.
3. I have served a copy of this order or judgment on all parties entitled to service:
 - a. No objection has been served on me.
 - b. I received objections that I could not resolve with the opposing party despite reasonable efforts to do so. I have filed with the court a copy of the objections I received and indicated which objections remain unresolved.
 - c. After conferring about objections, [*role and name of opposing party*] agreed to independently file any remaining objection.
4. Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or otherwise.
5. This is a proposed judgment that includes an award of punitive damages and notice has been served on the Director of the Crime Victims' Assistance Section as required by subsection (5) of this rule.
6. Other: _____

Dated: January 6, 2023

MALONEY LAUERSDORF REINER, PC

By: /s/ Katie D. Buxman
Katie D. Buxman, OSBA #061452

Of Attorneys for Defendants
Cornerstone

CERTIFICATE OF SERVICE

I hereby certify that on January 6, 2023, I served the foregoing
STIPULATED PROTECTIVE ORDER on the following parties at the following
addresses:

Thomas D'Amore
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kirsten@thenelllawgroup.com
Of Attorneys for Logan Gimbel

by emailing a true and correct copy thereof, certified by me as such, on said day.

MALONEY LAUERSDORF REINER PC

By /s/ Katie D. Buxman
Katie D. Buxman OSB #061452
Email: kb@mlrlegalteam.com
Candice J. Martin, OSB #106141
Email: cjm@mlrlegalteam.com

Of Attorneys for Defendants Matthew Cady,
Jeffrey James, TJ Lathrom, dba Cornerstone
Security Group