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2 Kelvin Yan, in Pro Per
3 578 S. Brea Blvd.
4 Brea, CA 92821
5 626-487-1679

6 **THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
7 **AND FOR THE COUNTY OF ORANGE**

8 **In Re Marriage of:**

9 **HELEN SU IRVING-YAN,**
10 **Petitioner**

11 **vs.**

12 **KELVIN YAN,**
13 **Respondent**

Case No.: 21D003196

**STIPULATION AND ORDER FOR A
PROTECTIVE ORDER**

14
15 Petitioner, HELEN SU IRVING-YAN, in pro per and Respondent KELVIN YAN, in pro
16 per do hereby stipulate and agree to the following:

- 17 1. Disclosures and discovery activity in the pending action are likely to involve production of
18 confidential, proprietary, or private information for which special protection from public
19 disclosure and from use for any purpose other than prosecuting this dissolution shall be
20 warranted.

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22 **STIPULATION AND ORDER FOR A PROTECTIVE ORDER**

1 2. Except as otherwise ordered by a court, or necessary for court proceedings, the parties
2 stipulate and agree that said disclosures including discovery activity are designated as
3 CONFIDENTIAL and any information gleaned, derived or relied upon from those records
4 shall be subject to the terms and conditions of this Stipulation for a Protective Order.

5 3. Marking as Confidential:

6 a. Any document that either Party believes should be kept "Confidential" under this
7 Agreement should be handled as follows:

8 i. Document Production: Any document produced in the Action that the disclosing
9 Party asserts contains Confidential Information and the disclosing Party wishes to be the
10 subject to the Order shall be designated by the disclosing Party prior to production by
11 stamping or typing on it the legend "Confidential Information, Subject to Protective
12 Order" or similar marking to indicate that the material is subject to this Protective Order
13 (collectively, a "Legend"). If a Party wishes to designate another Party's responses to
14 demands for documents as containing Confidential Information, said designating Party
15 may do so by promptly advising all Parties of the same in writing.

16 ii. Interrogatory Responses: Any interrogatory response containing Confidential
17 Information may be designated by any Party as Confidential Information by stamping or
18 typing the Legend at the top of the page containing Confidential Information and/or at the
19 commencement of the written answer to the interrogatory. If a Party wishes to designate
20 another Party's responses to interrogatories as containing Confidential Information, said
21 designating Party may do so by promptly advising all Parties of the same in writing.

22 iii. Depositions: Any designated Confidential Information may be used during the

1 deposition of any deponent without prior notice. However, if used, any copy of or
2 reference to such Confidential Information shall be subject to the Order, and prior to
3 disclosure of said Confidential Information to the deponent, said deponent must agree to
4 be bound by the terms of this Stipulated Protective Order (by confirming his/her
5 agreement on the record before the court reporter) if the deponent is to obtain possession
6 of an original or copy of the deposition transcript or any exhibits to the transcript
7 containing the Confidential Information. If the deponent will not agree to be bound by
8 the Order, any objecting Party may suspend the deposition prior to its conclusion, to seek
9 an order that the deponent be bound by this Protective Order or to obtain another suitable
10 remedy.

11 iv. Labeling for Submission to the Court: Any document containing Confidential
12 Information, if lodged or filed with the Court, shall be lodged or filed in conformance
13 with California Rules of Court, Rules 2.550 and 2.551.

14 b. Handling of Information: All Confidential Information shall be stored and handled by
15 the Parties and counsel for the same in a manner reasonably calculated to prevent the
16 unauthorized disclosure or use of the same.

17 4. Unless otherwise provided herein, during the pendency of this litigation, material or
18 information that is currently deemed confidential information which relates to the disclosures
19 or discovery activity shall not be used or disclosed by Petitioner or Respondent for any
20 purpose whatsoever other than the preparation for, and litigation of this action. In other
21 words, neither Petitioner nor Respondent shall disclose any and all confidential information
22 or documents to any third party whatsoever except as set forth below.

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5. Petitioner and Respondent may disclose/furnish confidential documents and information only as follows:

- a. To Petitioner and Respondent including representations as reasonably determined are necessary to confer with for the purpose of this litigation.
- b. To Petitioner's and Respondent's respective attorneys of record, as well as any jointly retained mediator who are employed by counsel or are working under the express direction of counsel.
- c. Any independent private investigators providing assistance to a party and/or counsel in this Action for the purposes of this Action;
- d. Any independent consultants (and their employees/staff) providing assistance to a party and/or counsel in this Action for the purposes of this Action;
- e. Any independent experts (and their employees/staff) which have been retained and actually designated as experts to testify in this Action for the purposes of assisting a party and/or counsel in this Action;
- f. Any actual or potential deposition or trial witness whom an attorney for a Party hereto deems, in his, her, or its good faith discretion, should be given access to Confidential Information for purposes of, and to the extent necessary for, deposition or trial questioning.
- g. To the Court or person appointed by the Court to address any issues related directly to confidential information in this litigation including any mediator engaged by the parties in connection with the litigation. This includes but is not limited to court filings and hearings related to such topics as child

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support, spousal support, the division of assets and debts, credits and reimbursements, and attorneys fees.

- 6. Even after final disposition of this litigation and or entry of judgment, the confidentiality obligations imposed by this Order shall remain in effect until both Petitioner AND Respondent agrees otherwise in writing or a court order otherwise directs that said Protective Order ceases.
- 7. This Stipulation may be executed in signed counterparts, each of which shall be deemed as original. A facsimile copy of the Stipulation may serve as an original for all purposes.

IT IS SO STIPULATED:

DATED: See attached signature
 HELEN SU IRVING-YAN
 Petitioner, in Pro Per

DATED: See attached signature
 KELVIN YAN
 Respondent, in Pro Per

IT IS SO ORDERED:

DATED: _____
 JUDGE OF THE SUPERIOR COURT

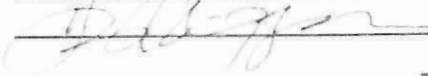
court filings and hearings related to such topics as child support, spousal support, the division of assets and debts, credits and reimbursements, and attorneys fees.

6. Even after final disposition of this litigation and or entry of judgment, the confidentiality obligations imposed by this Order shall remain in effect until both Petitioner AND Respondent agrees otherwise in writing or a court order otherwise directs that said Protective Order ceases.
7. This Stipulation may be executed in signed counterparts, each of which shall be deemed as original. A facsimile copy of the Stipulation may serve as an original for all purposes.

IT IS SO STIPULATED:

DATED:

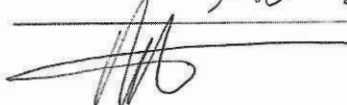
March 9, 2022



HELEN SU IRVING-YAN
Petitioner, in Pro Per

DATED:

3-10-22



KELVIN YAN
Respondent, in Pro Per

IT IS SO ORDERED:

DATED:

COURT

JUDGE OF THE SUPERIOR