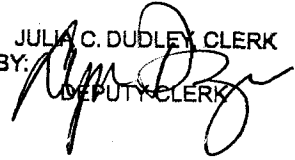


CLERK'S OFFICE U.S. DIST. COURT  
AT ROANOKE, VA  
FILED

NOV 12 2013

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF VIRGINIA  
ROANOKE DIVISION

JULIA C. DUDLEY, CLERK  
BY:  DEPUTY CLERK

NATIONAL FAIR HOUSING ALLIANCE, INC., )  
et al., )  
 )  
Plaintiffs, )  
 )  
v. )  
 )  
HHHUNT CORPORATION, et al, )  
 )  
Defendants. )  
\_\_\_\_\_ )

Civil Action No. 7:11CV00131  
**PROTECTIVE  
ORDER**

In order to preserve and maintain the confidentiality of the information contained in certain documents to be produced by Plaintiffs and current and former Defendants, IT IS ORDERED THAT:

1. This Agreed Protective Order shall govern the use and dissemination of all information, documents, or materials that are produced by the parties in this action and designated as Confidential. The parties may designate as "Confidential" any such information, document, or material that they reasonably and in good faith believe constitutes or contains confidential or proprietary information, personal information, information protected from disclosure by contractual obligations with third-party vendors, or is otherwise protectable under applicable law ("Protected Material"). The designation "Confidential" shall be made by affixing on the document or material containing such information, and upon each page so designated if practicable, a legend that in substance states: "CONFIDENTIAL" or otherwise in a manner as agreed to by the parties.
2. Both the Protected Material and the information contained therein shall be treated as confidential and shall be used solely for the purpose of prosecuting or defending this action.

Except upon the prior written consent of the producing party or upon further order of the Court, the Protected Material or information contained therein which are designated as "Confidential" may be shown, disseminated, discussed, or disclosed only to the following persons:

- a. Counsel of Record in this action, other members of counsel's law firm, and any other counsel associated to assist in the preparation or trial of this action;
- b. Employees of Counsel of Record or of associated counsel, who assisted in the preparation or trial of this action;
- c. Outside experts and consultants retained by any party in good faith for this action;
- d. Current or former employees or agents of the party or person who produced the Protected Material disclosed by the party or person who produced the Protected Material;
- e. Stenographic reporters engaged for depositions or proceedings necessary to this action;
- f. Employees of outside copy services used to make copies of Protected Material;
- g. The Court and its staff;
- h. Authors, addressees/recipients, and persons copied on the protected subject matter as shown thereon or otherwise known to have received it in the normal course of business;
- i. Any person agreed to by the producing party; and
- j. The parties to this action.

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3. ~~Before receiving access to any of the Protected Material, or the information~~ contained therein, that was provided by the opposing party, outside experts and consultants who are retained by any party in good faith for the preparation or trial of this action, shall be advised of the terms of this Protective Order, shall be given a copy of this Protective Order, and shall agree in writing to be bound by its terms and to be subject to the jurisdiction of this Court, by

either signing a copy of this Protective Order or a declaration in the form attached as Exhibit A, or, if during a deposition, then by oral declaration on the record in substantially the same language as Exhibit A.

4. Nothing in this Protective Order shall relieve any former employee of any producing party or third party of any previous existing obligations to maintain in confidence information or documents obtained in the course of his or her employment.

5. Within sixty (60) days after final termination of this action, counsel shall return to the producing party the Protected Material and all copies of those documents in the possession of counsel, his or her clients, and counsel's clients' consulting and testifying experts. Counsel shall certify in writing that all such documents and copies thereof have been returned to the producing party and each expert who received copies of such documents shall also certify that he or she has destroyed all notes, memoranda, or other documents created by that expert from or containing information contained in the Protected Material.

6. If it is reasonably necessary for any party to file CONFIDENTIAL or PROTECTED MATERIAL with the Court as part of any pleading or other document, the party seeking to file such documents shall submit with them an accompanying motion to seal and shall comply with and otherwise be governed by the procedure and provisions set forth in Standing Order No. 2005-4, or Western District Rule 9, effective April 8, 2010.

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With respect to any deposition, the producing party may, on the record and within thirty (30) days after receipt of the transcript, designate portions of the transcript relating to the information specified in paragraph 1 above as Protected Material as "Confidential-Subject to Protective Order" under this Protective Order. If a party in good faith believes that testimony provided in a deposition will need to be designated "Confidential" within the meaning of this

Protective Order, counsel for that party shall so state at the time of the deposition and shall be provided thirty days following receipt of the transcript to designate those portions to be marked Confidential. In such case, during the first thirty (30) business days following receipt of a transcript, the entire transcript shall be treated as “Confidential-Subject to Protective Order”. However, this provision does not prevent the deponent from reviewing the transcript in accordance with Federal Rule of Civil Procedure 30(e).

7. Counsel for each party will maintain a list of all persons who were provided with any Protected Material that was provided by the opposing party, along with the signed Protective Order or declaration. The list and each signed Protective Order or declaration shall be available for inspection by the Court and, at the conclusion of this action, by the producing party.

8. All parties reserve the right to apply to the Court for an order modifying or amending the terms of this Protective Order, either upon consent of all other parties or upon a showing of good cause and other appropriate showing under the particular circumstances.

9. After the termination of these matters, the provisions of this Protective Order shall continue to be binding.

10. The parties agree that this Court shall have jurisdiction over the parties, their attorneys, and experts for enforcement of the provisions of the Protective Order following the termination of this litigation and, by the parties’ stipulation to this Protective Order, hereby consent to that Court’s jurisdiction.

11. This Protective Order shall be binding upon the parties hereto, upon their attorneys, and upon the parties’ and their attorneys’ successors, executors, personal representatives, administrators, heirs, legal representatives, assigns, subsidiaries, divisions,

employees, agents, independent contractors, or other persons or organizations over which they have control.

12. The failure to designate information in accordance with this Protective Order shall not preclude subsequent designation of such information as confidential. This Protective Order, however, shall not be construed as a waiver of any right to object to the furnishing of information in response to discovery.

13. This Order contemplates that the parties shall continue to resolve any discovery issues by agreement of counsel, and nothing herein shall prevent the parties from moving the Court for such modification or amendment hereof, or challenging the confidential nature of any so designated information or documents. The Parties have attempted, through this Protective Order, to resolve most issues that counsel anticipate may arise regarding Confidential Information that is produced in this case. This Protective Order does not purport to predetermine the discoverability of any document or information. Furthermore, it is possible that the Parties might also encounter subsequent issues regarding the scope of discovery that they are unable to resolve without the assistance of the Court. The entry of this Protective Order does not constitute a waiver of the right to object to the production of any document/information and/or seek an appropriate resolution from the Court. Furthermore, until the entry of this order by the Court (or a modified version at the Court's direction) the parties agree to be bound by these terms.

14. Notwithstanding the foregoing provisions, this Order shall not restrict in any manner the right of any party to offer or use as evidence at the trial of this action any of the documents or information subject to this Order and nothing contained herein shall be construed

as a waiver of any objection which might be raised as to the admissibility at trial of any evidentiary material.

STIPULATED AND AGREED HERETO BY:

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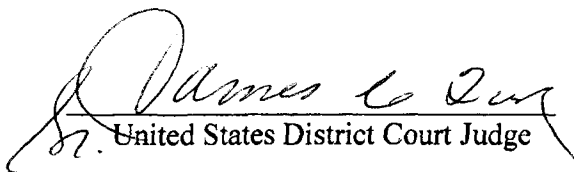
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IT IS SO ORDERED, this 17<sup>th</sup> day of November 2013.

  
United States District Court Judge