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7 Attorneys for Plaintiff,
 CLAIRE M. KRUMPOTICH

9 UNITED STATES DISTRICT COURT
 10 NORTHERN DISTRICT OF CALIFORNIA

12 CLAIRE M. KRUMPOTICH,
 13 Plaintiff,
 14 VS.

CASE NO: C 09-00335 JSW
 STIPULATED PROTECTIVE ORDER

15 PIONEER LIFE INSURANCE
 16 COMPANY OF ILLINOIS;
 WASHINGTON NATIONAL
 17 HEALTH INSURANCE COMPANY
 AND CONSECO SENIOR HEALTH
 18 INSURANCE COMPANY,
 19 Defendants.

21 This Stipulated Protective Order is hereby entered into between the parties
 22 and their attorneys in this action. The purpose of this Stipulated Protective Order is
 23 to protect against disclosure of confidential and/or proprietary information that is set
 24 forth below.

25 This is an action brought by an insured against an insurer arising from the
 26 denial of a claim for benefits under an insurance policy. Plaintiff Claire Krumpotich
 27 is seeking documents which are private, confidential and trade secret as defined under
 28 California Civil Code §3426.1, which definition is incorporated herein by reference.

Stipulated Protective Order

1 The parties hereby stipulate to the following protective order:

2 1. The following procedures shall be employed and the following terms,
3 conditions and restrictions shall govern with respect to documents produced by
4 defendants which contains information which is private, confidential and trade secret
5 as defined under California Civil Code §3426.1, including all writings and
6 information contained therein, (as broadly defined in Federal Rules of Evidence, Rule
7 1001) and all deposition testimony, deposition exhibits, interrogatories, documents
8 requests, and admissions (the "Discovery Material").

9 2. The parties agree that persons employed by the United States District
10 Courts in California have no duty to the parties to protect or maintain the alleged
11 confidentiality of any information in any papers filed with the Court.

12 3. All Discovery Material, which a producing party or producing third party
13 believes in good faith to be and is, in fact, entitled to protection from public
14 disclosure under governing law, shall be designated as "CONFIDENTIAL" at the
15 time of production (hereinafter "Confidential Material") except as otherwise provided
16 herein.

17 4. Discovery Material may be designated as Confidential Material as
18 follows:

19 A. Documents shall be designated as confidential by being stamped
20 or marked CONFIDENTIAL. Multi-paged documents can be
21 designated CONFIDENTIAL by stamping or marking the first
22 page only of such document.

23 B. Depositions may be designated CONFIDENTIAL by stamping or
24 marking the face sheet of the transcript (or marking on a
25 videotape) accordingly.

26 5. If any party desires to file any Confidential Materials with the Court, the
27 party must:

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Stipulated Protective Order

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- A. File and serve an Administrative Motion to File under Seal, in conformance with Northern District Local Rule ~~7-11~~, 79-5 accompanied by a declaration establishing that the entire document is sealable;
- B. Lodge with the Clerk and serve a proposed order sealing the document;
- C. Lodge with the Clerk and serve the entire document, contained in an 8 ½ by 11 inch sealed envelope or other suitable sealed container, with a cover sheet affixed to the envelope or container, setting out the information required by Civil L.R. 3-4(a) and (b) and prominently displaying the notation: "DOCUMENT SUBMITTED UNDER SEAL";
- D. Lodge with the Clerk for delivery to the Judge's chambers a second copy of the entire document, in an identical labeled envelope or container.
- E. If only a portion of a document is sealable, counsel seeking to file that portion of the document under seal must comply with Paragraphs 5 A, B and C above and must additionally:
 - (i) Identify the sealable portions of the document by notations or highlighting the text in the sealed envelopes delivered to the Clerk and the Court's chambers, and
 - (ii) Lodge with the Clerk and serve a redacted version of the document that can be filed in the public record if the Court grants the sealing order.

6. Notwithstanding the above, if any party objects to the designation of any documents or discovery materials as being "Confidential Material," said party will give written notice of the same to designating party. If the parties are unable to resolve their differences as to whether the documents or discovery materials should

1 be designated as "Confidential Material," subject to this protective order, the matter
2 will be submitted to the assigned Magistrate for resolution in accordance with Rule
3 37.

4 7. Confidential Material, the information contained therein, and any
5 summaries, copies, or abstracts of that information shall not be disclosed for any
6 purpose other than the prosecution, defense, or settlement of this action and shall not
7 be disclosed or made available to anyone other than "qualified persons" as defined
8 below.

9 8. "Qualified persons" are:

- 10 A. the Court, including judicial employees and other necessary
11 personnel such as court reporters;
- 12 B. the parties;
- 13 C. jurors at trial;
- 14 D. trial witnesses or deponents, their attorneys, if any;
- 15 E. court reporters, transcribers, notary publics, or stenographers;
- 16 F. the attorneys of record for a party, any attorneys of record for a
17 party, any attorney of a law firm designated as attorneys of record
18 for a party, in-house attorneys of a party, and the necessary
19 paralegal, clerical, and secretarial staff employed by such counsel
20 in this action;
- 21 G. designated experts and/or consultants retained by any party and/or
22 their counsel solely for the purpose of discovery in this litigation
23 or assisting in the preparation of this litigation for trial;
- 24 H. expert witnesses at any deposition or other hearing in this action;
- 25 I. any authors or identified original recipients of the Confidential
26 Material; and
- 27
28

1 J. any other persons as to whom the parties in writing agree, or as
2 may be designated by order of the Court after reasonable notice to
3 the parties.

4 9. Only the attorneys of record for the parties in the above-captioned
5 lawsuit may authorize copies to be made of the Confidential Material. All Qualified
6 persons shall be subject to this order enjoining them from disclosing the Confidential
7 Material to any person, except in conformity with this Order.

8 10. Under no circumstances shall any party provide the Confidential Matter
9 to any competitor of defendant, unless the defendant's written authorization is first
10 obtained.

11 11. All witnesses, including expert witnesses, and/or consultants to whom a
12 party desires to disclose Confidential Material, other than authors or identified
13 original recipients, must sign the document, in the form of Exhibit "A" attached
14 hereto, prior to the disclosure of Confidential Material to such person. At the
15 conclusion of the case, counsel for all parties shall provide opposing counsel copies
16 of all Confidentiality Agreements executed pursuant to this Order, except for
17 undisclosed consultants.

18 12. In the event that Confidential Material are used in any court proceeding
19 in this action, other than trial, they shall not lose their confidential status through such
20 use, and the parties will cooperate in taking reasonable steps to protect their
21 confidentiality during such use. This Order shall not be deemed a waiver of any
22 party's right to object to the production, disclosure or admissibility of Confidential
23 Material or the taking of any testimony or other evidence on any basis other than their
24 confidential status pursuant to this Order.

25 13. This Order shall continue to be binding after the conclusion of this
26 litigation. However, a party may seek written permission of the opposing parties or
27 further order of the Court with respect to dissolution or modification of this Order at
28 any time.

Stipulated Protective Order

1 14. Within thirty (30) days after conclusion of this case, counsel shall
2 assemble and return to the other counsel all copies of Confidential Material in their
3 possession and in the possession of any person to whom they have disseminated
4 Confidential Material, including undisclosed consultants, or may destroy them.
5 Counsel of record for a party returning or destroying Confidential Material will verify
6 that same has been accomplished and will verify that no other such Confidential
7 Material exists in the custody, control or possession of that party, its counsel, its
8 agents or any consultants, whether or not disclosed. Counsel may retain copies of
9 briefs filed with the Court and attorney work product so long as maintained in
10 accordance with this Order.

11 15. All documents marked "CONFIDENTIAL" will be treated as
12 Confidential Material until a court orders or the parties agree otherwise.

13 16. Nothing in the foregoing provisions of this Order shall:

- 14 A. limit any party in the introduction of Confidential Material into
15 evidence, subject to the designating party's right to seek protection
16 from the court;
- 17 B. prevent a party from objecting to discovery which it believes to be
18 improper; or
- 19 C. limit any party's disclosure or use of Confidential Material that
20 were produced by that party.
- 21 D. constitute an admission by a party that material designated
22 confidential by another party, is, in fact, confidential or limit a
23 party's right to assert such materials are not confidential.

24 17. Any Confidential Material that was or is inadvertently produced without
25 a "CONFIDENTIAL" stamp on it or that was previously produced in anticipation of
26 the entry of this Protective Order, may be designated as confidential by a writing to
27 the receiving party that identifies the documents intended to be confidential.
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Stipulated Protective Order

1 18. If any party is served with a subpoena to produce Confidential Material,
2 or ordered by the Court to do so, the party shall give immediate written notice to the
3 non-subpoenaed party to allow the non-subpoenaed party to seek protection by the
4 Court or appointed discovery referee.

5 19. The parties and all third parties subject to discovery in this action or who
6 receive a copy of this Order, hereby consent to the jurisdiction of this Court for the
7 purpose of enforcement of the provisions of this Order with respect to this action, and
8 the Court hereby retains jurisdiction to interpret and enforce this Order under the laws
9 of the United States of America. Confidential Material may be shown to trial
10 witnesses and their attorneys, if any, at trial, whether or not counsel has first obtained
11 an agreement with the trial witness or his or her attorney(s) to hold such material
12 confidential, as such trial witnesses shall be bound by this Order.

13 20. The parties and their respective attorneys are in agreement concerning
14 the above terms of this Stipulated Protective Order as acknowledged hereafter by the
15 signatures of the attorneys for the parties, and have requested the Court to enter this
16 Stipulated Protective Order.

17 DATED: 12/18/09

KANTOR & KANTOR, LLP

18
19 By: Corinne Chandler
20 CORINNE CHANDLER
Attorneys for Plaintiff, Claire Krumpotich

21
22 DATED: 12/18/09

LAW OFFICES OF MARC J. WODIN

23
24 By: [Signature]
25 MARC J. WODIN
Attorneys for Defendants Pioneer Life
26 Insurance Company of Illinois; Washington
National Health Insurance Company and
Conseco Senior Health Insurance Company

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ORDER

Upon due consideration of the Stipulated Protective Order, IT IS HEREBY
ADOPTED AS ORDER OF THIS COURT

DATED: December 21, 2009



Hon. Jeffrey S. White
U.S. District Court Judge

Stipulated Protective Order

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7 Attorneys for Plaintiff,
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 9 UNITED STATES DISTRICT COURT
 10 NORTHERN DISTRICT OF CALIFORNIA

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 12 CLAIRE M. KRUMPOTICH,
 13 Plaintiff,

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14 VS.

**CONFIDENTIALITY
 AGREEMENT**

15 PIONEER LIFE INSURANCE
 16 COMPANY OF ILLINOIS;
 17 WASHINGTON NATIONAL
 HEALTH INSURANCE COMPANY
 18 AND CONSECO SENIOR HEALTH
 INSURANCE COMPANY,

Assigned to the Hon. Jeffrey S. White

19 Defendants.

20
 21 I _____ do hereby acknowledge that I read, understand
 22 and agree to be bound by the terms of the Stipulated Protective Order entered in the
 23 above-referenced matter on _____, a copy of which is attached hereto

24 Done this the ____ day of _____, 2008.

25
 26 _____
 27
 28 _____
 (witness)

EXHIBIT A