

THE HONORABLE JOHN C. COUGHENOUR

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

JEFF OLBERG, an individual *et al.*,

Plaintiffs,

v.

ALLSTATE INSURANCE COMPANY, an
Illinois corporation *et al.*,

Defendants.

CASE NO. C18-0573-JCC

ORDER

Pursuant to the parties’ stipulated motion for a protective order between Plaintiffs and Defendant CCC Information Services, Inc. (Dkt. No. 81), the Court hereby ORDERS as follows:

1. PURPOSES AND LIMITATIONS

Discovery in the above-captioned action (the “Action”) is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, Plaintiffs Jeff Olberg, Cecilia Palao-Vargas, Michael Clothier, Jacob Thompson, and Defendant CCC Information Services, Inc. (collectively, the “Parties”) hereby stipulate to and petition the Court to enter the following stipulated protective order.

The Parties acknowledge that this agreement is consistent with Western District of Washington Local Civil Rule 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to

1 the limited information or items that are entitled to confidential treatment under the applicable
2 legal principles, and it does not presumptively entitle the Parties to file such information and
3 items under seal.

4 The Parties held numerous conferrals over the course of several months including on
5 August 22, 2019, October 2, 2019 and October 29, 2019 with such conferences having been
6 attended generally by John DeStefano, Tory Beardsley, Jason Burt and Steven Pacini.

7 **2. “PROTECTED” MATERIAL**

8 “Protected” material shall include all documents, electronically stored information, and
9 tangible things (collectively, “Material”) properly designated as “CONFIDENTIAL” or
10 “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY,” as those terms are defined in the
11 subsections below, that is produced or otherwise exchanged in the Action:

12 **2.1. CONFIDENTIAL Material.** Material may be designated as “Confidential” if the
13 producing party reasonably believes such Material is not in the public domain and contains any
14 trade secret or other confidential, strategic, research, development, or commercially sensitive
15 information. This term includes, but is not limited to, for example, the following Material
16 produced or otherwise exchanged:

17 **2.2.** non-public financial records;

18 **2.3.** non-public revenue and profit records;

19 **2.4.** non-public Material relating to future products and/or services not yet
20 commercially released;

21 **2.5.** non-public Material relating to business, marketing, and/or product strategy;

22 **2.6.** non-public Material relating to commercial or settlement agreements;

23 **2.7.** non-public Material relating to market and/or competitive analyses;

24 **2.8.** non-public Material relating to any governmental or regulatory inquiry; and

25 **2.9.** the material of any third party which, if it were discovery material, would qualify
26 for treatment as CONFIDENTIAL Material under this order.

1 **2.10. HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY Material.** Material
2 may be designated as “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY” if the
3 producing party reasonably believes such Material:

4 (a) is subject to federal, state, local, or foreign data protection laws or
5 regulations, or other privacy obligations; or

6 (b) reflects CONFIDENTIAL Material (as defined above), but which also
7 reflects: (i) non-public Material relating to product design and testing;
8 (ii) non-public Material relating to trade secrets; or (iii) non-public
9 Material relating to other types of proprietary or highly confidential
10 business, financial, regulatory, or strategic information (*e.g.*, business
11 plans, technical data, non-public designs), the disclosure of which would
12 create a substantial risk of competitive or business injury to the
13 designating Party or third parties associated therewith.

14 **3. SCOPE**

15 The protections conferred by this agreement cover not only Protected Material (as
16 defined above), but also:

17 (a) any information copied or extracted from Protected Material;

18 (b) all copies, excerpts, summaries, or compilations of Protected Material; and
19 any testimony, conversations, or presentations by the Parties or their counsel that might reveal
20 Protected Material.

21 However, the protections conferred by this agreement do not cover Material that is in the
22 public domain or becomes part of the public domain through trial or otherwise.

23 **4. ACCESS TO AND USE OF PROTECTED MATERIAL**

24 **4.1. Basic Principles.** A receiving party may use Protected Material that is disclosed or
25 produced by another party or by a non-party in connection with this case only for prosecuting,
26 defending, or attempting to settle the Action. Protected Material may be disclosed only to the

1 categories of persons and under the conditions described in this agreement. Protected Material
2 must be stored and maintained by a receiving party at a location and in a secure manner that
3 ensures that access is limited to the persons authorized under this agreement.

4 **4.2. Disclosure of “CONFIDENTIAL” Material.** Unless otherwise ordered by the
5 Court or permitted in writing by the designating party, a receiving party may disclose Protected
6 Material designated as CONFIDENTIAL only to:

- 7 (a) the receiving party’s attorneys of record who have entered an appearance
8 for a party in the Action and, if the attorney of record is a member of a law
9 firm, the attorneys, paralegals, and staff of the law firm to whom it is
10 reasonably necessary to disclose the Protected Material designated
11 CONFIDENTIAL for the Action (collectively, “Counsel”);
- 12 (b) the officers, directors, and employees (including in-house counsel) of the
13 receiving Party to whom disclosure is reasonably necessary for the Action;
- 14 (c) independent Experts or Consultants (defined *infra* in Part 7.1), whether
15 testifying or non-testifying, who have been retained by a party or by
16 Counsel for a party to assist with the technical, financial or other aspects
17 of the Action, and staff employed by such Experts or Consultants, but only
18 after the Expert or Consultant has executed the “Acknowledgment and
19 Agreement to Be Bound” (Exhibit A);
- 20 (d) the Court, court personnel, and court reporters and their staff;
- 21 (e) copy and clerical litigation, document management, and electronic data
22 support services working at the direction of Counsel, provided that the
23 Counsel retaining the copy or imaging service instructs the service not to
24 disclose any CONFIDENTIAL Material to third parties and to
25 immediately return all originals and copies of any CONFIDENTIAL
26 Material;

- 1 (f) graphics, translation, design, jury research consultants, and/or trial
2 consulting personnel working at the direction of Counsel, provided that
3 the Counsel retaining the copy or imaging service instructs the service not
4 to disclose any HIGHLY CONFIDENTIAL – ATTORNEY’S EYES
5 ONLY Material to any person or entity not authorized to receive it under
6 this Agreement, and to immediately return all originals and copies of any
7 HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY Material;
- 8 (g) during their depositions, witnesses in the Action to whom disclosure is
9 reasonably necessary and who have signed the “Acknowledgment and
10 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the
11 designating Party or ordered by the Court. Pages of transcribed deposition
12 testimony or exhibits to depositions that reveal CONFIDENTIAL Material
13 must be separately bound by the Court reporter and may not be disclosed
14 to anyone except as permitted under this agreement; and
- 15 (h) the author or recipient of Material containing the CONFIDENTIAL
16 information or a custodian or other person who otherwise possessed or
17 knew the CONFIDENTIAL information.

18 **4.3. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY”**

19 Material. Unless otherwise ordered by the Court or permitted in writing by the designating party,
20 a receiving party may only disclose Protected Material designated as HIGHLY
21 CONFIDENTIAL – ATTORNEY’S EYES ONLY to:

- 22 (a) the receiving party’s Counsel;
- 23 (b) independent Experts or Consultants (defined *infra* in Part 7.1), whether
24 testifying or non-testifying, who have been retained by a party or by
25 Counsel for a party to assist with the technical, financial, or other aspects
26 of the Action, and staff employed by such Experts or Consultants, but only

1 after the Expert or Consultant has executed the “Acknowledgment and
2 Agreement to Be Bound” (Exhibit A), and as to whom the procedures set
3 forth in Part 7 of this agreement have been followed;

4 (c) the Court, court personnel, and court reporters and their staff;

5 (d) copy and clerical litigation, document management, and electronic data
6 support services working at the direction of Counsel, provided that the
7 Counsel retaining the copy or imaging service instructs the service not to
8 disclose any HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY
9 Material to any person or entity not authorized to receive it under this
10 areement, and to immediately return all originals and copies of any
11 HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY Material;

12 (e) graphics, translation, design, jury research consultants, and/or trial
13 consulting personnel working at the direction of Counsel, provided that
14 the Counsel retaining the copy or imaging service instructs the service not
15 to disclose any HIGHLY CONFIDENTIAL – ATTORNEY’S EYES
16 ONLY Material to any person or entity not authorized to receive it under
17 this agreement, and to immediately return all originals and copies of any
18 HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY Material;

19 (f) during their depositions, witnesses in the Action to whom disclosure is
20 reasonably necessary and who have signed the “Acknowledgment and
21 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the
22 designating party or ordered by the Court. Pages of transcribed deposition
23 testimony or exhibits to depositions that reveal HIGHLY
24 CONFIDENTIAL – ATTORNEY’S EYES ONLY Material must be
25 separately bound by the Court reporter and may not be disclosed to anyone
26 except as permitted under this agreement; and

1 (g) the author or recipient of Material containing the HIGHLY
2 CONFIDENTIAL – ATTORNEY’S EYES ONLY information or a
3 custodian or other person who otherwise possessed or knew the HIGHLY
4 CONFIDENTIAL – ATTORNEY’S EYES ONLY information.

5 **4.4. Filing Protected Material.** Before filing Protected Material or discussing or
6 referencing such Material in Court filings, the filing party shall confer with the designating party,
7 in accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating party will
8 remove the confidential designation, whether the Material can be redacted, or whether a motion
9 to seal or stipulation and proposed order is warranted. During the meet and confer process, the
10 designating party must provide the basis for sealing the specific Protected Material at issue and
11 the filing party shall include this basis in its motion to seal, along with any objection to sealing
12 the information at issue. Local Civil Rule 5(g) sets forth the procedures that must be followed
13 and the standards that will be applied when a party seeks permission from the Court to file
14 Material under seal. A party who seeks to maintain the confidentiality of its Protected Material
15 must satisfy the requirements of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the
16 motion to seal. Failure to satisfy this requirement will result in the motion to seal being denied,
17 in accordance with the strong presumption of public access to the Court’s files.

18 **5. DESIGNATING PROTECTED MATERIAL**

19 **5.1. Exercise of Restraint and Care in Designating Material for Protection.** Each party
20 or non-party that designates Material for protection under this agreement will make reasonable
21 efforts to limit any such designation to specific information that qualifies under the appropriate
22 standards. The designating party may, after performing a linear review of any document or ESI,
23 apply the highest-level confidentiality designation that properly applies to any information found
24 therein. Document-level confidentiality designations in the first instance are reasonable and
25 appropriate where, as in the Action, the Parties will likely need to collect, review, and produce a
26 large volume of ESI. If the receiving party reasonably anticipates that it will attach such

1 documents or ESI to any filing, or use those documents or ESI at a deposition, hearing, or trial,
2 then the receiving party may request that the producing party reproduce the documents and/or
3 ESI with designations applied to only those parts of the Material that qualifies, so that other
4 portions of the Material for which protection is not warranted are not swept unjustifiably within
5 the ambit of this agreement.

6 If it comes to a designating party's attention that information or items that it designated
7 for protection do not qualify for protection, the designating party must promptly notify all other
8 parties that it is withdrawing the mistaken designation.

9 **5.2. Manner and Timing of Designations.** Except as otherwise provided in this
10 agreement (*see, e.g.*, Part 5.2(c) below), or as otherwise stipulated or ordered, disclosure of
11 discovery Material that qualifies for protection under this agreement (*i.e.*, Protected Material)
12 must be clearly so designated before or when the Material is disclosed or produced.

13 (a) Information in Documentary Form. With respect to information in
14 documentary form (*e.g.*, paper or electronic documents and deposition
15 exhibits, but excluding transcripts of depositions or other pretrial or trial
16 proceedings), the designating party must affix, as appropriate, the word
17 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEY'S
18 EYES ONLY" to each page that contains Protected Material.

19 (b) Testimony Given in Deposition or in Other Pretrial Proceedings. With
20 respect to testimony given in depositions or other pretrial proceedings, the
21 Parties and any participating non-parties must identify on the record,
22 during the deposition or other pretrial proceeding, all testimony that
23 qualifies as Protected Material, without prejudice to their right to so
24 designate other testimony after reviewing the transcript. Any party or non-
25 party may, within 15 days after receiving the transcript of the deposition
26 or other pretrial proceeding, designate portions of the transcript, or

1 exhibits thereto, as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
2 ATTORNEY’S EYES ONLY.” If a party or non-party desires to limit the
3 disclosure of Protected Material at trial, the issue should be addressed
4 during the pre-trial conference.

5 (c) Other tangible items. With respect to other tangible items, the producing
6 party must affix in a prominent place on the exterior of the container or
7 containers in which the information or item is stored the words
8 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S
9 EYES ONLY.” If only a portion or portions of the Material warrants
10 protection, the producing party, to the extent practicable, shall identify the
11 protected portion(s).

12 **5.3. Inadvertent Failures to Designate**. If timely corrected, an inadvertent failure to
13 designate Protected Material does not, standing alone, waive the designating party’s right to
14 secure protection under this agreement for such Material. Upon timely correction of a
15 designation, the receiving party must make reasonable efforts to ensure that the Material is
16 treated in accordance with the provisions of this agreement.

17 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

18 **6.1. Timing of Challenges**. Any party or non-party may challenge a designation of
19 confidentiality at any time. Unless a prompt challenge to a designating party’s confidentiality
20 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
21 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to
22 challenge a confidentiality designation by electing not to mount a challenge promptly after the
23 original designation is disclosed.

24 **6.2. Meet and Confer**. The Parties must make every attempt to resolve any dispute
25 regarding confidentiality designations without court involvement. Any motion regarding
26 confidential designations or for a protective order must include a certification, in the motion or in

1 a declaration or affidavit, that the movant has engaged in a good faith meet-and-confer
2 conference with other affected parties in an effort to resolve the dispute without court action. The
3 certification must list the date, manner, and participants to the conference. A good faith effort to
4 confer requires a face-to-face meeting or a telephone conference.

5 **6.3. Judicial Intervention.** If the Parties cannot resolve a challenge without court
6 intervention, the designating party may file and serve a motion to retain confidentiality under
7 Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of
8 persuasion in any such motion shall be on the designating party. Frivolous challenges, and those
9 made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on
10 other parties) may expose the challenging party to sanctions. The Parties shall continue to
11 maintain the Material in question as confidential until the Court rules on the challenge.

12 **7. INDEPENDENT EXPERTS AND CONSULTANTS**

13 **7.1. Defining “Experts” and “Consultants”.** The terms “Experts” and “Consultants,” as
14 used throughout this agreement, whether in the singular or plural form, shall mean persons with
15 specialized knowledge and experience in a matter pertinent to the Action who have been retained
16 by a party or its counsel to serve as an expert witness or as a consultant in the Action;

17 **7.2. Transmission of HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY**
18 **Material to Experts and Consultants.** Unless otherwise ordered by the Court or agreed to in
19 writing by the designating party, a party that seeks to disclose to an Expert or Consultant any
20 Material that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
21 first must make a written request to the designating party that:

- 22 (a) identifies the general categories of “HIGHLY CONFIDENTIAL –
23 ATTORNEYS’ EYES ONLY” Material that the receiving party seeks
24 permission to disclose to the Expert or Consultant;
- 25 (b) sets forth the full name of the Expert or Consultant and the city and state
26 of his or her primary residence;

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- (c) attaches a copy of the Expert or Consultant’s current resume;
- (d) identifies each person or entity from whom the Expert or Consultant has received compensation or funding for work in his or her areas of expertise or to whom the Expert or Consultant has provided professional services, including in connection with any litigation, at any time during the preceding five years and the party to the litigation for whom such work was done; and
- (e) with regard to the information sought above in Parts 7.2 (a)-(d), if the Expert or Consultant believes any of this information is subject to a confidentiality obligation to a third party, then the Expert or Consultant should provide whatever information the Expert or Consultant believes can be disclosed without violating any confidentiality agreements, and the party seeking to disclose HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY Material to the Expert shall be available to meet and confer with the designating party regarding any such engagement.
- (f) Fourteen Day Period for Objections to Disclosure. A party that discloses an Expert or Consultant and seeks to provide the information specified in Part 2.10 may disclose the subject Protected Material to the identified Expert or Consultant unless, within 14 days of identifying the Expert or Consultant to the designating Party, the designating party provides written objections to the party seeking to make the disclosure. No Material designated HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY shall be disclosed to such Expert(s) or Consultant(s) until after the expiration of the foregoing notice period or the resolution of any timely objections. If an objection is lodged, it shall state with particularity the ground(s) of the objection and the specific categories of documents that

1 are the subject of the objection.

- 2 (g) Objections to Experts or Consultants Employed by Competitors: The
3 producing party reserves all rights to object to Experts or Consultants
4 who:
5 (1) are a current employee of a party or of a party's competitor;
6 (2) have been employed by a party or a party's competitor for the past
7 ten years; or
8 (3) at the time of retention, are anticipated to become an employee of a
9 party or of a party's competitor.

- 10 (h) Resolution of Timely Written Objections. If the producing party lodges a
11 timely written objection to disclosure of HIGHLY CONFIDENTIAL –
12 ATTORNEY'S EYES ONLY Material pursuant to Part 7.2(f), then the
13 Parties should meet and confer via teleconference or in person within 10
14 days of the written objection. If no agreement is reached, the party seeking
15 to make the disclosure to the Expert or Consultant may file a motion as
16 provided for in Local Civil Rule 7 seeking permission from the court to do
17 so. Any motion filed pursuant to Part 7.2(h) must describe the
18 circumstances with specificity, set forth in detail the reasons why the
19 disclosure to the Expert or Consultant is reasonably necessary, assess the
20 risk of harm that the disclosure would entail, and suggest any additional
21 means that could be used to reduce that risk. In addition, any such motion
22 must be accompanied by a competent declaration describing the Parties'
23 efforts to resolve the matter by agreement (*i.e.*, the extent and the content
24 of the meet and confer discussions) and setting forth the reasons advanced
25 by the designating party for its refusal to approve the disclosure. In any
26 such proceeding, the party opposing disclosure to the Expert or Consultant

1 shall bear the burden of proving that the risk of harm that the disclosure
2 would entail (under the safeguards proposed) outweighs the receiving
3 party's need to disclose the Protected Material to its Expert or Consultant.

4 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
5 **OTHER LITIGATION**

6 If a party is served with a subpoena or a court order issued in other litigation that compels
7 disclosure of any information or items designated in the Action as "CONFIDENTIAL" or
8 "HIGHLY CONFIDENTIAL – ATTORNEY'S EYES ONLY" then that party must:

- 9 (a) notify the designating party in writing, and include a copy of the subpoena
10 or court order forthwith but no later than 72 hours of receiving the
11 subpoena or court order;
- 12 (b) promptly notify in writing the party who caused the subpoena or order to
13 issue in the other litigation that some or all of the Material covered by the
14 subpoena or order is subject to this agreement, with such notification
15 including a copy of this agreement;
- 16 (c) timely serve an objection to the subpoena under Federal Rule of Civil
17 Procedure 45 if the request is for the production of documents marked
18 CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEY'S
19 EYES ONLY." and
- 20 (d) cooperate with respect to all reasonable procedures sought to be pursued
21 by the designating party whose Protected Material may be affected.

22 If the designating party timely seeks a protective order, the party served with the
23 subpoena or court order shall not produce any information designated in the Action as
24 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" before a
25 determination by the court from which the subpoena or order issued, unless the party has
26 obtained the designating party's permission. The designating party shall bear the burden and

1 expense of seeking protection in that court of its confidential material – and nothing in these
2 provisions should be construed as authorizing or encouraging a receiving party in the Action to
3 disobey a lawful directive from another court.

4 Nothing in this order shall prevent the party from complying with a lawfully issued
5 subpoena unless the designating party timely obtains a protective order or moves to quash the
6 subpoena. However, if the subpoena designates a time of compliance of less than seven days
7 after receipt, then the subpoenaed party will object to afford the designating party an adequate
8 opportunity to seek a temporary stay of the subpoena and/or to obtain a protective order. The
9 non-designating party shall cooperate in the submission of the motion to stay.

10 The provisions set forth herein are not intended to, and do not, restrict in any way the
11 procedures set forth in Federal Rules of Civil Procedure 45(d)(3) or (f).

12 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

13 If a receiving party learns that, by inadvertence or otherwise, it has disclosed Protected
14 Material to any person or in any circumstance not authorized under this agreement, the receiving
15 party must immediately:

- 16 (a) notify in writing the designating party of the unauthorized disclosures;
- 17 (b) use its best efforts to retrieve all unauthorized copies of the Protected
18 Material;
- 19 (c) inform the person or persons to whom unauthorized disclosures were
20 made of all the terms of this agreement, and
- 21 (d) request that such person or persons execute the “Acknowledgment and
22 Agreement to Be Bound” (Exhibit A).

23 **10. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
24 **PROTECTED MATERIAL**

25 When a producing party gives notice to receiving parties that certain inadvertently
26 produced Material is subject to a claim of privilege or other protection, the obligations of the

1 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
2 provision is not intended to modify whatever procedure may be established in an e-discovery
3 order or agreement that provides for production without prior privilege review. The Parties agree
4 to the entry of a non-waiver order under Federal Rule of Evidence 502(d) as set forth herein.

5 **11. NON-TERMINATION AND RETURN OF DOCUMENTS**

6 Within 60 days after the termination of the Action, including all appeals, each receiving
7 party must return all Protected Material to the producing party, including all copies, extracts and
8 summaries thereof with the exception of inaccessible flat files stored on encrypted, offsite
9 backup systems, provided the receiving party represents that such files will be destroyed in the
10 normal course of business, no later than 90 days after the termination of the Action, including all
11 appeals. Alternatively, the Parties may agree upon appropriate methods of destruction of
12 materials excepting inaccessible flat files stored on encrypted, offsite backup systems.

13 Notwithstanding this provision, Counsel are entitled to retain one archival copy of all
14 documents filed with the Court, trial, deposition, and hearing transcripts, correspondence,
15 deposition and trial exhibits, expert reports, attorney work product, and Consultant and Expert
16 work product, even if such Material contains Protected Material.

17 The confidentiality obligations imposed by this agreement shall remain in effect until a
18 designating party agrees otherwise in writing or a court orders otherwise.

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated November 8, 2019

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PURSUANT TO STIPULATION, IT IS SO ORDERED.

IT IS FURTHER ORDERED that pursuant to Federal Rule of Evidence 502(d), the production of any material in this proceeding shall not, for the purposes of this proceeding or any other federal or state proceeding, constitute a waiver by the producing party of any privilege applicable to such material, including the attorney-client privilege, attorney work-product protection, or any other privilege or protection recognized by law.

DATED this 12th day of November 2019.



John C. Coughenour
UNITED STATES DISTRICT JUDGE

EXHIBIT A

**SUBSCRIPTION TO PROTECTIVE ORDER—
INDEPENDENT EXPERT OR CONSULTANT**

I, _____, declare that:

1. My address is _____ and the name and address of my present employer is _____.

2. My present occupation or job description is _____.

3. In addition to other job functions, I am working as a consultant to _____.

4. My relationship to _____ is _____.

5. I declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order Between Plaintiffs and Defendant CCC Information Services Inc. (the “Protective Order”) that was issued by the U.S. District Court for the Western District of Washington on _____ in the case of *Olberg, et al. v. Allstate Ins. Co., et al.*, C18-0573-JCC (W.D. Wash. 2018) (the “Action”).

6. I agree to be bound by the all the terms of the Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt.

7. I agree that I will not disclose any Documents or ESI that I receive designated CONFIDENTIAL, or the contents thereof, to anyone other than those persons listed in Part 4.2 of the Protective Order.

8. I agree that I will not disclose any Documents or ESI that I receive designated HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY, or the contents thereof, to anyone other than those persons listed in Part 4.3 of the Protective Order.

9. I agree that I will not use any Documents or ESI that I receive designated CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY, or the contents thereof, except as expressly authorized by the Protective Order.

1 10. I agree that, to the extent that my employees are provided with Documents or ESI
2 that I receive designated CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEY’S
3 EYES ONLY, or the contents thereof, I will instruct such employees regarding the terms of the
4 Protective Order and will ensure that such employees do not disclose or use such Protected
5 Material, except as expressly authorized by the Protective Order.

6 11. I agree to maintain all information designated CONFIDENTIAL and HIGHLY
7 CONFIDENTIAL – ATTORNEY’S EYES ONLY, and any other Documents or ESI reflecting
8 such information, that comes into my possession in a separate and identifiable file, access to
9 which is appropriately restricted, and all copies are to remain in my custody until I have
10 completed my assigned or legal duties.

11 12. I will return all CONFIDENTIAL or HIGHLY CONFIDENTIAL –
12 ATTORNEY’S EYES ONLY information that comes into my possession or that I have prepared
13 relating thereto, to counsel for the party by whom I am retained. I acknowledge that such return
14 or the subsequent destruction of such materials shall not relieve me from any of the continuing
15 obligations imposed upon me by the Protective Order.

16 13. I consent to the exercise of personal jurisdiction by the U.S. District Court for the
17 Western District of Washington in connection with this declaration and my obligations under the
18 Protective Order, even if such enforcement proceedings occur after termination of the Action.

19 14. I agree that any disclosure or use of Documents or ESI designated
20 CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY, or the
21 contents thereof, in violation of the Protective Order will cause irreparable harm to the producing
22 Party, and therefore agree that the producing Party may pursue a temporary restraining order,
23 preliminary injunction, permanent injunction, and/or other forms of injunctive relief as a remedy.

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I declare under penalty of perjury that the foregoing is true and correct.

Executed this ____ day of _____, 20__ at _____

in the State of _____.

(Signature)

(Print Name)