

1 Drew E. Pomerance, Esq. (State Bar No. 101239)
 2 Craig S. Pynes, Esq. (State Bar No. 151552)
ROXBOROUGH, POMERANCE, NYE & ADREANI, LLP
 3 5820 Canoga Avenue, Suite 250
 Woodland Hills, California 91367
 Telephone: (818) 992-9999
 4 Facsimile: (818) 992-9991
 E-Mail: dep@rpnlaw.com
 5 csp@rpnlaw.com

6 Attorneys for Plaintiff and Counterdefendant,
 COUNTY OF VENTURA

7
 8 Lane J. Ashley, Esq. (State Bar No. 73296)
 Jamie L. Vels, Esq. (State Bar No. 156469)
LEWIS BRISBOIS BISGAARD & SMITH, LLP
 9 221 No. Figueroa Street, Suite 1200
 Los Angeles, CA 90012
 10 Telephone: (213) 250-1800
 Facsimile: (213) 481-0621

11 Attorneys for Defendant AMERICAN HOME
 12 ASSURANCE COMPANY and Defendant and
 Counterclaimant NATIONAL UNION FIRE
 13 INSURANCE COMPANY OF PITTSBURGH, PA

14 **UNITED STATES DISTRICT COURT**
 15 **CENTRAL DISTRICT OF CALIFORNIA**

17 COUNTY OF VENTURA, a Non-Profit
 18 Governmental Entity,
 19 Plaintiff,

20 v.

21 NATIONAL UNION FIRE INSURANCE
 COMPANY, a Pennsylvania Corporation
 22 and a subsidiary of AMERICAN
 INTERNATIONAL GROUP,
 23 AMERICAN HOME ASSURANCE, a
 Pennsylvania corporation and a subsidiary
 24 of AMERICAN INTERNATIONAL
 GROUP and DOES 1 through 25,
 25 inclusive,

26 Defendants.

Case No. CV-07-07156 DSF (FFMx)

**JOINT STIPULATED PROTECTIVE
 ORDER**

*[(PROPOSED) Order Filed Concurrently
 Herewith]*

27 ///

28 ///

1 The Parties, by and through their respective attorneys of record, having
2 STIPULATED and AGREED to the following and good cause appearing therefore, it is
3 hereby ORDERED as follows:

4 1. The parties and their counsel agree that all documents and information
5 produced or provided by the parties in this action designated as “Confidential
6 Information,” shall be used only for purposes necessary to the evaluation, resolution
7 and/or litigation of the claims which are the subject matter of this action, and not for any
8 other purpose without further written agreement by the parties or order of the Court.
9 This provision does not apply to any document or information which any party has
10 obtained from legitimate sources outside of this litigation which pertains to this
11 litigation (i.e., newspaper articles, court documents from other cases, etc.) or that they
12 are or may be entitled to obtain through the litigation/discovery process.

13 2. It is agreed that documents or information relating to the claim files
14 maintained by American Home Assurance and National Union including, but not limited
15 to, medical reports and records concerning employees of the County of Ventura as well
16 as proprietary, privileged and/or confidential materials prepared in connection with the
17 defense of the County of Ventura's workers' compensation claims, may be marked as
18 containing “Confidential Information” by Defendants National Union Fire Insurance
19 Company of Pittsburgh, Pa. (“National Union”) and American Home Assurance
20 Company (“American Home”). The parties have the right to review these documents
21 after they are produced with the “Confidential Information” designation. If, after
22 review, either party disagrees with the “Confidential Information” designation, it has the
23 right to move the Court for any order deeming the document non-confidential and
24 asking that the designation be removed.

25 3. As indicated, the records requested for production pertain to claim files
26 maintained by American Home and National Union including, but not limited to,
27 medical reports and records concerning employees of the County of Ventura, as well as
28 proprietary materials prepared in connection with the defense of the County of

1 Ventura's workers' compensation claims. The parties agree that any disclosures in this
2 case pertaining to documents otherwise privileged and subject to privacy laws and
3 designated as “Confidential Information” pursuant to this Stipulated Protective Order
4 will maintain confidentiality and will be precluded from dissemination outside the
5 confines of this litigation.

6 4. The party receiving Confidential Information may not disclose or make
7 available such Confidential Information to any person or persons, except to the
8 following:

- 9 (a) The Court and court personnel;
- 10 (b) The parties;
- 11 (c) Counsel retained or employed by a party to the extent necessary for
12 this action, including the necessary employees or agents of counsel to the parties
13 assigned to and necessary to assist such counsel in this action;
- 14 (d) The risk manager and/or in-house counsel of the parties to the extent
15 necessary for this action;
- 16 (e) Any court reporter or typist rendering services for recording or
17 transcribing testimony in this action or any outside independent reproduction or graphics
18 firm rendering reproduction or graphics services in this action;
- 19 (f) Expert witnesses or consultants retained by the parties or counsel, but
20 only to the extent necessary for this action;
- 21 (g) Witnesses at depositions or trial, or counsel to those witnesses; and
- 22 (h) Reinsurers, auditors and/or state and federal insurance regulators;
- 23 (i) Such other persons as agreed to in writing by the parties or as
24 determined by the Court after notice and hearing to all parties.

25 5. Prior to the receipt of Confidential Information, persons described in
26 paragraph 4, other than in subdivision (a), shall be shown a copy of this Stipulation and
27 Protective Order, and, all persons described in subdivisions (f) through (h) of paragraph
28 4 to whom Confidential Information is disclosed shall acknowledge, by signing a copy

1 of Exhibit "A" attached to the instant Joint Stipulation re Protective Order, that they
2 have read the Stipulation and agree to be bound by its terms. The original executed
3 copy of each such non-disclosure certificate shall be maintained by the attorney who
4 provides the Confidential Information and that attorney shall retain such certificates
5 until the conclusion of the action.

6 6. This Order does not affect the rights of the parties with respect to their own
7 documents or information. The production of the Confidential Information shall not
8 constitute an admission by the producing party nor waive the producing party's rights,
9 with respect to the propriety of their disclosure or their relevance. Nothing in this Order
10 shall be construed as precluding the parties from objecting to any designation or use of
11 Confidential Information.

12 7. Any party seeking to file Confidential Information or documents
13 paraphrasing or quoting such information with the Court shall follow the procedures set
14 forth in the United States District Court for the Central District of California, Local Rule
15 79-5, including any sub-parts, for filing documents under seal and the use of
16 confidential materials.

17 8. Should any third party seek access to the Confidential Information, by
18 request, subpoena or otherwise, the subpoenaed party shall promptly notify all other
19 parties. The party that designated such information as Confidential Information may
20 then take whatever steps it deems necessary to protect its interests. The subpoenaed
21 party shall object to producing such documents and try to defer producing Confidential
22 Information pursuant to any third party request or subpoena until at least 15 days after
23 notice of the third party request or subpoena to the party which designated such
24 information as Confidential Information. Nothing contained in this Protective Order
25 shall be construed as excusing any party from complying with a validly issued subpoena
26 or other court order.

27 9. Prior to the use of any Confidential Information at any hearing to be held in
28 open court, counsel who desires to use such Confidential Information shall follow the

1 procedures set forth in the United States District Court for the Central District of
2 California, Local Rule 79-5, including any sub-parts, for filing documents under seal
3 and the use of confidential materials.

4 10. Nothing in this Order shall require the disclosure of any material which a
5 party contends is protected from disclosure by the attorney-client privilege or attorney
6 work product. Inadvertent disclosure of any such information will not constitute a
7 waiver of any privilege, nor shall inadvertent disclosure waive the right of any party to
8 object to the use of such information during any subsequent proceeding. The other party
9 is required to return any copies of inadvertently produced information at the earliest
10 possible moment after notification.

11 11. The provisions of this Order shall survive the conclusion of this litigation,
12 whether by settlement, judgment or otherwise, and shall continue in full force and effect.
13 The Court shall retain jurisdiction over the parties and any other person bound by this
14 Order, to enforce this Order.

15 SO ORDERED.

16 Dated: September 23, 2009

17 /S/ FREDERICK F. MUMM
18 FREDERICK F. MUMM
19 Magistrate Judge of the U.S. District Court
20
21
22
23
24
25
26
27
28