

1 Upon consideration of the Stipulated Confidentiality Agreement for
2 Protective Order between Plaintiff Sabrina Haggie ("Plaintiff" or "Haggie") and
3 Defendant Lincoln National Life Insurance Company ("Defendant" or "Lincoln
4 National"); attached as Exhibit "A," the Court hereby approves of said Agreement
5 and orders the parties to comply with its terms.

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7 IT IS SO ORDERED.

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9 DATED: Jan 31, 2011

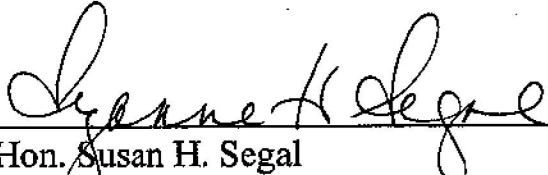

10 Hon. Susan H. Segal
11 United States Magistrate Judge
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EXHIBIT A

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13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

16 SABRINA HAGGIE,
17 Plaintiff,
18 v.
19 LINCOLN NATIONAL LIFE
INSURANCE COMPANY,
20 Defendant.

Case No. CV 10-7039 VBF (SSx)

DISCOVERY DOCUMENT:

**Referred to Magistrate Judge
Suzanne H. Segal**

**STIPULATED CONFIDENTIALITY
AGREEMENT AND PROTECTIVE
ORDER; [PROPOSED] ORDER
THEREON**

23 IT IS HEREBY STIPULATED AND AGREED, by and between the parties
24 to this action, Plaintiff Sabrina Haggie ("Plaintiff") and Defendant Hartford Life
25 and Accident Insurance Company ("Hartford"), that certain documents, materials or
26 information produced in discovery, shall be subject to the following Agreement
27 with respect to confidentiality and privacy, subject to the approval of the Court.
28

1 1. Documents, materials and information to be designated as
2 “Confidential” or “Proprietary”, are limited to the following categories:

3 (a) Any sensitive financial information of Plaintiff that may allow
4 for the identification or misuse of Plaintiff’s personal financial
5 information, including but not limited to social security
6 numbers, account numbers and/or information from the Social
7 Security Administration, and/or State of California –
8 Employment Development Department;

9 (b) Any information pertaining to Plaintiff’s psychological
10 condition, including but not limited to doctor’s or therapist’s
11 notes, diagnoses, treatment notes, and/or records of office visits
12 contained in Plaintiff’s medical and/or psychological records.
13 Such information shall be designated as “Confidential” or
14 “Proprietary” by the supplying party, whether it be a document,
15 information revealed in an interrogatory answer or otherwise. In
16 designating information as “Confidential” or “Proprietary” the
17 supplying party will make such designation only as to that
18 information which the supplying party in good faith believes
19 contains Confidential or Proprietary information.

20 2. GOOD CAUSE STATEMENT: Protection of the documents
21 identified in Category (a) is required to protect the financial security of Plaintiff and
22 to ensure that documents are protected that might allow for misuse of Plaintiff’s
23 identity or identity theft. Protection of the documents identified in Category (b) is
24 required to protect Plaintiff’s private medical records related to her psychological
25 treatment, and which reveal confidential and sensitive personal information.

26 **To the extent that the parties determine that additional documents,**
27 **materials and/or information should be designated as “Confidential” or**
28 **“Proprietary,” the parties shall file an “Amended Stipulated Confidentiality**

1 **Agreement and Protective Order” with the Magistrate Judge.**

2 3. “Qualified Persons” as used in this Agreement means:

3 (a) Counsel of record in the litigation, their agents, employees,
4 consultants and experts to whom it is necessary that
5 “Confidential” or “Proprietary” information be shown for
6 purposes of the litigation, including law and motion, arbitration
7 and/or trial, and whom have signed an agreement in the form of
8 **Exhibit “A”** hereto.

9 (b) Any other person who is designated as a Qualified Person by
10 Agreement and/or Order of this Court, after notice to all parties,
11 or by stipulation of the parties in writing and who signed an
12 agreement in the form of **Exhibit “A”** attached hereto.

13 4. “Confidential” or “Proprietary” documents shall include all documents
14 and copies of such documents which the party producing or exchanging such
15 documents has designated as “Confidential” or “Proprietary” by marking each page
16 of each document “CONFIDENTIAL” or “PROPRIETARY.” In lieu of marking
17 the originals of such documents, any party may mark the copies of such documents
18 that are produced or exchanged. “Confidential” or “Proprietary” documents shall
19 also include documents and copies of such documents which have been received by
20 any party from a third-party, by designating and marking each page of each
21 documents “CONFIDENTIAL” or “PROPRIETARY.”

22 5. A producing party may produce for an informal inspection, documents
23 or things which are unmarked or undesignated under paragraph 3. Inspection of
24 such documents and things produced shall be conducted only by counsel assisting
25 in the preparation of this litigation for trial as set out in paragraph 3(a). Such
26 counsel shall treat such documents or things as “Confidential” or “Proprietary” until
27 such copies are produced under paragraph 3 and thereafter as designated under
28 paragraph 3 either as “Confidential” or “Proprietary.”

1 6. Any deposition or any portion of a deposition of a party or one of its
2 present or former officers, directors, employees or agents may be designated by that
3 party as "Confidential" or "Proprietary" in accordance with this Confidentiality
4 Agreement by indicating on the record at the deposition that the testimony is
5 "Confidential" or "Proprietary" and subject to the provisions of this Agreement. In
6 addition, any deposition in which documents designated as containing
7 "Confidential" information or "Proprietary" information are marked as exhibits or
8 shown to the deponent or otherwise employed shall be considered "Confidential" or
9 "Proprietary" information and subject to the provision of this Agreement.

10 7. Any information designated as "Confidential" or "Proprietary" shall
11 not be made available to any persons other than the Court and those Qualified
12 Persons listed in subparagraphs 2(a) and 2(b) above, for law and motion, arbitration
13 and/or trial. Qualified Persons who receive "Confidential" or "Proprietary"
14 information shall use it solely for the purpose of this litigation, and for no other
15 purpose whatsoever.

16 8. If the Court orders, or if the supplying party agrees in writing, access
17 to, or dissemination of, information submitted by the supplying party as
18 confidential information may be made to person other than those included in
19 paragraphs 3 and 7 above, but such matter shall only be accessible to, or
20 disseminated to, such person in conformity with the written consent and agreement
21 of the supplying party or, if pursuant to a court order, based upon the conditions
22 pertaining to, and obligations arising from this Order, and such persons shall be
23 considered subject to it, unless the Court first finds that the information is not
24 confidential information as defined in paragraph 1 hereof.

25 9. A party shall not be obligated to challenge the propriety of a
26 designation at the time made, and a failure to do so shall not preclude a subsequent
27 challenge to such designation. In the event any party to this litigation disagrees at
28 any stage of the proceedings with the designation by the supplying party of any

1 information as "Confidential" or "Proprietary," the parties shall try first to dispose
2 of such dispute in good faith on an informal basis. If the dispute cannot be resolved
3 informally, the party seeking the disclosure of the information may apply for
4 appropriate relief through judicial intervention. Said application shall comply with
5 the Local Rules of the Central District of California, specifically Local Rule 37,
6 which requires as follows:

7 ***L.R.37-1 Pre-Filing Conference of Counsel*** Prior to the filing of any
8 motion relating to discovery pursuant to F.R.Civ.P. 26-37, counsel for the
9 parties shall confer in a good faith effort to eliminate the necessity for
10 hearing the motion or to eliminate as many of the disputes as possible. It
11 shall be the responsibility of counsel for the moving party to arrange for this
12 conference. If both counsel are located within the same county of the Central
13 District, the conference shall take place in person at the office of the moving
14 party's counsel, unless the parties agree to meet someplace else. If both
15 counsel are not located within the same county of the Central District, the
16 conference may take place telephonically. Unless relieved by written order of
17 the Court upon good cause shown, counsel for the opposing party shall
18 confer with counsel for the moving party within ten (10) days after the
19 moving party serves a letter requesting such conference. The moving party's
20 letter shall identify each issue and/or discovery request in dispute, shall state
21 briefly with respect to each such issue/request the moving party's position
22 (and provide any legal authority which the moving party believes is
23 dispositive of the dispute as to that issue/request), and specify the terms of
24 the discovery order to be sought.

25 ***L.R. 37-2 Moving Papers*** If counsel are unable to settle their differences,
26 they shall formulate a written stipulation. The stipulation shall be filed and
27 served with the notice of motion.

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1 **L.R. 37-2.1 Form of Joint Stipulation** The stipulation must be set forth in
2 one document signed by both counsel. The stipulation shall contain all issues
3 in dispute and, with respect to each such issue, the contentions and points and
4 authorities of each party. The stipulation shall not refer the Court to any other
5 documents. For example, if the sufficiency of an answer to an interrogatory is
6 in issue, the stipulation shall contain, verbatim, both the interrogatory and the
7 allegedly insufficient answer, followed by each party's contentions as to that
8 particular interrogatory, separately stated. If the allegations made in a prior
9 filing are relevant, a copy of that prior filing should be attached as an exhibit.
10 Exhibits to the stipulation may include declarations prepared in conformity
11 with L.R. 7-7. The specification of the issues in dispute, and the parties'
12 contentions and points and authorities with respect to such issues, may be
13 preceded by an introductory statement from each party, provided that no
14 party's introductory statement shall exceed three (3) pages in length. When a
15 party states its contentions with respect to a particular issue, such party shall
16 also state how it proposed to resolve the dispute over that issue at the
17 conference of counsel.

18 Although the stipulation should present the disputed issues as concisely as
19 the subject matter permits, the page limitation established by L.R. 11-6 does
20 not apply to stipulations regarding discovery disputes. Any stipulation
21 exceeding ten (10) pages in length, excluding exhibits, shall be accompanied
22 by an indexed table of contents setting forth the headings or subheadings
23 contained in the body thereof, but need not be accompanied by a table of
24 authorities.

25 The title page of the stipulation must state the discovery cutoff date, the
26 pretrial conference date, and the trial date. In addition, a copy of the order
27 establishing the initial case schedule, as well as any amendments, must be
28 attached to the stipulation or to a declaration filed in support of the motion.

1 **L.R. 37-2.2 Preparation of Joint Stipulation.** Following the conference of
2 counsel, counsel for the moving party shall personally deliver, e-mail or fax
3 to counsel for the opposing party the moving party's portion of the
4 stipulation, together with all declarations and exhibits to be offered in support
5 of the moving party's position. Unless the parties agree otherwise, within
6 seven (7) days of receipt of the moving party's papers, counsel for the
7 opposing party shall personally deliver, e-mail, or fax to counsel for the
8 moving party the opposing party's portion of the stipulation, together with all
9 declarations and exhibits to be offered in support of the opposing party's
10 position. After the opposing party's papers are added to the stipulation by the
11 moving party's counsel, the stipulation shall be provided to opposing
12 counsel, who shall sign it (electronically or otherwise) and return it to
13 counsel for the moving party, no later than the end of the next business day,
14 so that it can be filed with the notice of motion.

15 The Court shall be permitted to conduct an in camera inspection of the
16 "Confidential" or "Proprietary" materials.

17 10. With sole exception of counsel and their employees, each person to
18 whom disclosure of confidential information is to be made shall be advised of this
19 Confidentiality Agreement and shall execute a writing (the form of which is
20 **Exhibit "A"** hereto) signed pursuant to the terms of this Agreement. Each such
21 writing shall be forwarded by the party obtaining it to counsel for the party
22 designating the information "Confidential" or "Proprietary," before any disclosure
23 is made.

24 11. At the conclusion of the litigation, any originals or reproductions of
25 any documents produced by a party shall be returned to the producing party or
26 destroyed upon request. Any and all copies, analyses, compilations, summaries,
27 extracts or other work product in the possession or control of one party and
28 "Qualified Persons" associated therewith which reflect or include information

1 derived from documents or testimony designated as confidential by the other party
2 shall be destroyed.

3 12. In the event that any party determines that any confidential
4 information marked or identified by it in accordance with this Agreement should no
5 longer be subject to this Agreement, it shall serve the other party with a stipulation
6 identifying such information or part thereof and stating that its designation thereof
7 pursuant to this Agreement is terminated. From and after the service of such
8 stipulation, such information and all actions taken with respect to such information
9 shall no longer be subject to this Agreement.

10 13. With respect to any particular item of "Confidential" or "Proprietary"
11 information, the restrictions on dissemination, access, disclosure, and use of such
12 item or such information provided for herein shall not apply to the party who
13 identified or marked such item as "Confidential" or "Proprietary" in accordance
14 with this Agreement or to such party's attorney.

15 14. If "Confidential" or "Proprietary" information submitted in accordance
16 with this Agreement is disclosed to any person other than in the manner authorized
17 by this Agreement, the party responsible for the disclosure must immediately bring
18 all pertinent facts relating to such disclosure to the attention of the supplying party
19 and the Court and, without prejudice to other rights and remedies of the supplying
20 party, make every effort to prevent further disclosure by it or by the person who
21 was the recipient of such information.

22 15. Nothing in the Agreement shall abridge the right of any person to seek
23 further judicial review or to pursue other appropriate judicial action with respect to
24 any ruling made by the Court concerning the issue of the status of Confidential
25 Information.

26 16. The provisions of this Confidentiality Agreement shall continue to be
27 binding after the conclusion of the litigation, except that a party may seek the
28 written permission of the production party or further order of the Court with respect

1 to dissolution or modifications of the Agreement which may also be made by any
2 party at any time during the pendency of this litigation.

3 17. Any documents, materials or depositions produced, identified or
4 generated in this litigation pursuant to the terms of the Confidentiality Agreement,
5 and which may be determined by the Court to be admissible into evidence at the
6 trial of this case, shall not be marked "Confidential" or "Proprietary" when
7 introduced into evidence at trial, but shall be devoid of such marking unless such
8 documents or materials were so marked when they were originally made by the
9 original drafter or maker thereof.

10 **IT IS SO STIPULATED**

11
12 DATED: January 31, 2011

BURKE, WILLIAMS & SORENSEN, LLP

13
14 By: *s/ Kristin P. Kyle de Bautista*

15 DANIEL W. MAGUIRE
16 KRISTIN P. KYLE de BAUTISTA
17 Attorneys for Defendant
Lincoln National Life Insurance
Company

18
19 DATED: January 31, 2011

THE LAW OFFICES OF RUSSELL G.
PETTI

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22 By: *s/ Russell G. Petti*

23 RUSSELL G. PETTI
24 Attorneys for Plaintiff
Sabrina Haggie

[as approved on January 29, 2011]

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EXHIBIT A
UNDERSTANDING AND AGREEMENT PURSUANT
TO PROTECTIVE ORDER

I hereby state that I have read a copy of the Stipulated Protective Order in *Sabrina Haggie v. Lincoln National Life Insurance Company, et al.*, Case No. CV 10-7039 VBF (SSx), pending in the United States District Court for the Central District of California. I understand and agree to be bound by its terms.

Dated: _____

SIGNATURE

PRINTED NAME

ADDRESS