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 20 ALLIED PROPERTY AND CASUALTY INSURANCE COMPANY

21 **THE UNITED STATES DISTRICT COURT**
 22 **CENTRAL DISTRICT OF CALIFORNIA**

23 JENS R. STEENSTRUP, an individual
 24
 25 Plaintiff,
 26
 27 vs.
 28 ALLIED PROPERTY AND
 29 CASUALTY INSURANCE
 30 COMPANY, an Iowa Corporation, and
 31 DOES 1 through 20, Inclusive.
 32
 33 Defendants.

34 CASE NO. CV12-0419 PSG(SHx)
 35
 36 *Assigned to Honorable Philip S.
 37 Gutierrez*

38 **[PROPOSED] ORDER GRANTING
 39 STIPULATED PROTECTIVE
 40 ORDER**

41 **IT IS STIPULATED AND AGREED** to, by and between the parties to this
 42 action, through their respective attorneys of record, HINES CARDER for
 43 Defendant, Allied Property and Casualty Insurance Company (“ALLIED”), and
 44 ROBERT H. ROE, for Plaintiff Jens R. Steenstrup (“Plaintiff”), that certain

1 documents produced in connection with discovery proceedings in this action shall
2 be subject to the following confidentiality agreement (“the Agreement”):

3 1. The documents that are the subject of this Agreement include
4 proprietary and confidential documents of ALLIED containing trade secret or other
5 confidential research, development or commercial information, and which
6 ALLIED contends are protected by trade secret privileges under Civil Code §3426
7 et seq. and Federal Rule of Civil Procedure 26 and which ALLIED is producing to
8 Plaintiff pursuant to discovery procedures while the above-referenced action is
9 pending and marked by ALLIED as “CONFIDENTIAL” (“Confidential
10 Documents”). Confidential Documents may be marked by ALLIED as
11 “CONFIDENTIAL” at any time, regardless of when produced. Further, stamping
12 the legend “CONFIDENTIAL” on the cover of any multi-page document shall
13 designate all pages of the documents as confidential, unless otherwise indicated by
14 the producing party.

15 2. The Confidential Documents, and all copies or extracted therefrom,
16 excerpts, summaries, compilations, testimony, conversations, presentations by
17 parties or counsel to or in court, or in any other settings that might reveal said
18 information, and information learned from the Confidential Documents, are
19 confidential and proprietary in nature and protected by privacy rights and trade
20 secret laws. It is the intent of the parties to preserve the confidentiality of the
21 Confidential Documents and the information learned from it. The Confidential
22 Documents and the information learned from them are not to be used in any
23 fashion other than for the purposes of this litigation, and are not to be disclosed to
24 any persons or entities except as set forth in the Agreement, and are to be kept
25 confidential to the greatest extent possible, even within the confines of this
26 litigation.

27 3. In the event ALLIED marks any document or testimony
28 “CONFIDENTIAL” which Plaintiff believes is not protected by any trade secret

1 privilege or is not confidential or proprietary in nature, the parties shall within
2 thirty (30) days of Plaintiff's request, meet and confer in good faith regarding
3 removal of the "CONFIDENTIAL" designation. In the event the parties are unable
4 to reach an agreement regarding designation of the documents as Confidential
5 Documents subject to this Agreement or designation of testimony as subject to the
6 restrictions of this Agreement, Plaintiff shall move the Court for an order de-
7 designating the subject documents as "CONFIDENTIAL," and nothing within this
8 Agreement or corresponding order shall preclude Plaintiff from making such
9 motion. The burden of persuasion of any challenge proceeding shall be on the
10 designating party. The parties agree to continue to afford the material confidential
11 protection until the Court rules on any such motion.

12 4. The parties agree ALLIED need not file a motion for protective order
13 pursuant to Federal Rules of Civil Procedure 26.

14 5. Immediately following the conclusion of this litigation, either by
15 settlement, judgment, dismissal or otherwise, counsel for the party or parties to
16 which Confidential Documents were produced shall destroy the Confidential
17 Documents, including any copies made of the Confidential Documents and
18 including any extracts and/or summaries of the Confidential Documents
19 containing information taken from the Confidential Documents. Each party shall
20 provide written notice to the other side that the Confidential Documents have been
21 destroyed or, in the alternative, return the Confidential Documents to the other
22 side with a cover letter confirming all Confidential Documents have been
23 returned. The parties and Counsel for the parties shall not discuss the Confidential
24 Documents or information gleaned from the Confidential Documents at all with
25 any person or party at any time after conclusion of the litigation, other than with
26 their respective counsel and clients in the above-captioned action, counsel for
27 Plaintiff, counsel for Allied, and the Court under seal.

- 1 6. The Confidential Documents shall be disclosed only to:
- 2 a. The Court and its officers in accordance with Paragraph 8 herein;
- 3 b. Counsel of Record for the parties and the staff assigned to assist
- 4 Counsel of Record in this matter;
- 5 c. Any experts or consultants retained by any of the Parties; provided
- 6 such expert or consultant complies with Paragraph 7 herein;
- 7 d. Witnesses during depositions in accordance with Paragraph 9
- 8 herein;
- 9 e. Persons recording testimony involving such Confidential
- 10 information, including Court reporters, stenographers and audio and/or video
- 11 technicians, and clerical staff employed by any of the foregoing;
- 12 f. Mediators who may be authorized by the parties to mediate the
- 13 case; and
- 14 g. Such other persons as hereafter may be designated by written
- 15 stipulation of the parties, or by the Order of the Court.

16 To “disclose” the Confidential Documents means to provide the Confidential

17 Documents, or any one of them, to provide any documents which discuss the

18 Confidential Documents, or to discuss or refer to any of the contents of the

19 Confidential Documents.

20 7. The Confidential Documents shall be disclosed to an expert or

21 consultant under Paragraph 6 of the Agreement only upon the expert or consultant

22 signing Exhibit 1 to the Agreement. Said expert or consultant witnesses shall not

23 disclose the Confidential Documents to any person or entity. Said expert or

24 consultant shall return the Confidential Documents and all copies thereof,

25 including extracts and/or summaries of the Confidential Documents containing

26 information taken from the Confidential Documents, to the party’s respective

27 counsel at the conclusion of the litigation. The original of such signed Exhibit 1

28 shall be retained by counsel for each party who intends to or does provide such

1 expert or consultant any such Confidential Documents, until the conclusion of the
2 above-captioned action, including any appeals. If requested to do so by counsel for
3 any party, counsel shall provide a copy of such declarations to counsel making the
4 request, unless such disclosure would provide information not otherwise subject to
5 discovery (e.g., identification of non-testifying consultant experts or retained
6 experts prior to expert disclosure date or identification of potential witnesses in
7 violation of work product protection or any privilege). The parties agree not to use
8 these declarations for any purpose other than monitoring and enforcing compliance
9 with this Order. The parties further agree to treat the declarations as confidential.

10 8. The Confidential Documents, and any documents or testimony
11 disclosing its contents, shall be treated as confidential. Without written permission
12 from ALLIED's counsel, or a court order secured after appropriate notice to all
13 interested parties, Plaintiff may not file in the public record in this action any
14 Confidential Documents. Any party that wishes to file under seal any Confidential
15 Documents in connection with a motion, trial or appeal in this action, must comply
16 with Civil Local Rule 79-5.

17 9. During any deposition in which any of the Confidential Documents or
18 confidential material subject to this Agreement are offered as an exhibit, or a
19 witness is questioned about the specific contents of same, whether or not offered as
20 an exhibit, all persons present at the deposition shall agree to observe the
21 confidentiality of the Confidential Documents, the material and the terms of the
22 Agreement. Said agreement shall be placed on the record at the deposition, and the
23 Agreement shall be made an exhibit to the deposition. No witness shall be
24 permitted to take any of the Confidential Documents, or any copies of same, from
25 the deposition, nor shall they be permitted to retain any of the Confidential
26 Documents, nor shall they be permitted to disclose any of the Confidential
27 Documents. Within thirty (30) days of receipt of the original or a certified copy of
28 the deposition transcript, if ALLIED contends testimony pertaining to any

1 document marked "CONFIDENTIAL" is subject to this Agreement, counsel for
2 ALLIED shall provide written notice to counsel for Plaintiff of the page and line
3 numbers so designated. If a document designated as "CONFIDENTIAL" is used
4 as an exhibit at a deposition, that document and the deposition testimony
5 concerning it shall be deemed "CONFIDENTIAL" matter regardless of whether a
6 party makes any formal designation thereof in connection with the deposition. If
7 any portion of a deposition transcript is designated and/or deemed a
8 "CONFIDENTIAL" matter, including exhibits, any production or lodging of the
9 transcript in its entirety shall be produced and/or lodged under seal pursuant to
10 Paragraph 8, above.

11 10. The parties reserve the right to seek an order from the Court, on
12 noticed motion, to modify or change this Agreement, including the right to have
13 documents designated as confidential deemed not confidential. This Agreement
14 and the Confidential Documents governed hereby can only be deemed not
15 confidential by an order of the Court upon motion or by stipulation.

16 11. Notwithstanding the termination of this action by settlement,
17 judgment, dismissal or otherwise, the United States District Court for the Central
18 District of California shall retain jurisdiction to enforce the Agreement.

19 Based on the above Stipulation, and good cause appearing,

20 **IT IS ORDERED** that the Stipulated Protective Order, the term of which
21 are set forth above, be in force as a Protective Order of this Court, and that the
22 parties, person and entities to whom Defendant, Allied Property and Casualty
23 Insurance Company's confidential documents, information and materials be
24 released shall be subject to and bound by the terms and conditions of the Stipulated
25 Protective Order.

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IT IS SO ORDERED.

Dated: 10 , 2012



Honorable Philip S. Gutierrez
U.S. DISTRICT COURT JUDGE

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3 **EXHIBIT 1**

4 I, _____, declare:

5 1. I hereby acknowledge that I have read the Stipulated Protective Order
6 regarding the Confidential Documents (hereinafter "Order") in the case of Jens R.
7 Steenstrup v. Allied Property and Casualty Insurance Company, U.S. District
8 Court for the Central District of California, Case No. CV12-0419 PSG(SHx) (the
9 "Lawsuit") and I understand the terms of the Order and agree to abide by and be
10 bound by the terms of the Order.

11 2. I further acknowledge that I understand that the Confidential
12 Documents may not be disclosed to anyone, except as authorized by this Order.

13 3. I further acknowledge that the Confidential Documents may not be
14 used for any purpose other than as required for my work in the Lawsuit. I further
15 understand and acknowledge that any dissemination or use of such Confidential
16 Documents or information in a manner inconsistent with the Order may subject me
17 to contempt proceedings.

18 4. I hereby consent to the jurisdiction of said Court for purposes of
19 enforcing this Order.

20 5. Upon final dissolution of the Lawsuit, I shall return all copies of the
21 Confidential Documents to the attorney, entity or person that retained me or my
22 firm in the Lawsuit, or that provided me with the Confidential Documents.

23 I declare under penalty of perjury under the laws of the State of California
24 that the foregoing is true and correct.

25 Dated: _____ By: _____
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