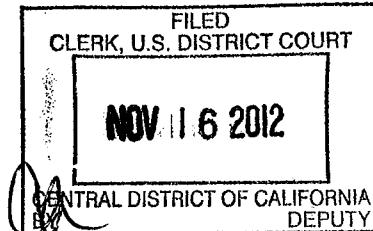


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6 Attorneys for Plaintiff
Indian Harbor Insurance Company
7

NOTE CHANGES MADE BY THE COURT



8
9
10 Indian Harbor Insurance) Case No.: CV12-4181 JAK(PJWx)
Company)
11 Plaintiff,) STIPULATION FOR PROTECTIVE ORDER
12 v.)
13 Discovery 4 - A Residential) Honorable Patrick J. Walsh
Care Corporation et al.,)
14 Defendants.)
15 _____) Note Court's changes
16 and related Counterclaims) at page 11.
and Cross-Claims)
17
18

19 The parties to this action anticipate exchanging
20 confidential information. To facilitate such exchange, and to
21 protect the unauthorized or unfair use of such information by
22 the receiving party, the parties request the court enter a
23 Protective Order pursuant to F.R.Civ.P. Rule 26(c).
24

25 The parties previously submitted a Stipulation for
26 Protective Order (D.E. 25). The Court did not enter the
27
28

1 Stipulation for Protective Order citing the parties' failure to
2 show good cause (D.E. 26). The parties now submit this revised
3 stipulation setting forth expressly the documents intended to be
4 exchanged subject to the proposed protective order, and
5 therefore now submit good cause is shown, and as such
6 respectfully request the court now enter the attached Stipulated
7 Protective Order.

9
10 Plaintiff Indian Harbor Insurance Company requests that the
11 attached Stipulated Protective Order be entered prior to it
12 producing its confidential, proprietary information in the form
13 of its Underwriting Authority and Guidelines that is not
14 disseminated to the public and involves private information
15 regarding its standards and procedures in determining the
16 issuance of a policy.

17

18 **DOCUMENTS SUBJECT TO PROTECTIVE ORDER**

19

20 Plaintiff Indian Harbor Insurance Company's Confidential
21 Underwriting Authority and Guidelines

22

23

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Respectfully submitted,

November 15, 2012
Date

/s/ Sean R. Ferron

Law Offices of Adrienne D. Cohen
Sean R. Ferron

Atorneys for Plaintiff
Indian Harbor Insurance Company

Respectfully submitted,

November 15, 2012
Date

/s/ Robert N. Rigdon

Robert N. Rigdon,

Attorney for Defendants

Discovery 4 - A Residential Care Corporation, Torrance Care Center West, Inc., and Ted Ndiyob

Respectfully submitted,

November 15, 2012
Date

/s/ Thomas G. Gehring

Thomas G. Gehring,

Attorneys for Defendant
Glenn A. Marshak, M.D.

CERTIFICATE OF SERVICE

I hereby certify that on the date set forth below, I served the foregoing document described as **STIPULATION FOR PROTECTIVE ORDER**, to all parties to this action as set forth below, on the date set forth below, in the manner(s) checked below.

- By the Court's ECF system.
- By mail service to their attorney(s) of record, at the address(es) set forth below.
- By e-mail service to their attorney(s) of record, at the following email address(es) set forth below.
- By fax service to their attorney(s) of record, at the fax number(s) set forth below.

Counsel for Glenn A. Marshak,
M.D.

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Counsel for Discovery 4 - A
Residential Care Corporation:

Torrance Care Center West
Inc.; and Ted Ndiyob
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Executed November 15, 2012, Santa Ana, California.

/s/ Sean R. Ferron

SEAN R. FERRON

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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 Indian Harbor Insurance) Case No.: CV12-4181 JAK(PJWx)
10 Company)
11 Plaintiff,)
11 v.)
12)
13 Discovery 4 - A Residential)
13 Care Corporation et al.,) Honorable Patrick J. Walsh
14 Defendants.)
15)
16 and related Counterclaims)
16 and Cross-Claims)

17 Counsel for all represented parties having agreed to entry
18 of the following Order, and good cause having been shown in the
19 Stipulation filed herewith:

21 IT IS HEREBY ORDERED THAT:

23 **DEFINITIONS**

24 1. "Documents" shall have the same broad meaning as within
25 the Federal Rules of Civil Procedure.

1 2. "Confidential Information" means information contained or
2 described in Documents, answers to interrogatories, responses to
3 requests for admissions, trial testimony, depositions,
4 transcripts of trial testimony and depositions, and any
5 information derived therefrom deemed by any party to be
6 confidential information belonging to it pursuant to F.R.Civ.P.
7
8 Rule 26(c).

9
10 3. "Counsel" means counsel of record, and attorneys employed
by counsel of record.

GENERAL RULES

14 4. Any party, including any third party, to this litigation
15 who produces or discloses any Documents, things, or information
16 which the producing party wishes to be subject to this
17 Protective Order may designate and shall mark the same as
18 "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEY'S EYES ONLY."
19 Information designated "CONFIDENTIAL" will be limited to
20 information which the producing party reasonably believes to be
21 non-public, proprietary, or confidential information pursuant to
22 Rule 26(c). Information designated "CONFIDENTIAL - ATTORNEY'S
23 EYES ONLY" will be further limited to information which the
24 producing party in good faith believes to comprise its most
25 sensitive information, trade secrets or other confidential
26

1 research, development, financial, marketing, or other commercial
2 information.

3

4 5. The producing party shall either mark the copies of such
5 Documents as may contain protected subject matter with the
6 appropriate confidentiality marking at the time the copies are
7 produced to the inspecting party or otherwise designate in
8 writing the appropriate marking.

9

10 6. Whenever a deposition taken on behalf of any party involves
11 a disclosure of Confidential Information:

12

13 (a) said deposition or portions thereof shall be
14 designated as containing Confidential Information subject to the
15 provisions of this Order; such designation shall be made on the
16 record whenever possible, but a party may designate portions of
17 depositions as containing Confidential Information after
18 transcription; a party shall have until ten (10) days after the
19 service of the notice of completion of the deposition transcript
20 to inform the other parties to the action of the portions of the
21 transcript designated "CONFIDENTIAL" or "CONFIDENTIAL -
22 ATTORNEY'S EYES ONLY;"

24

25 (b) the disclosing party shall have the right to exclude
26 from attendance at said deposition, during such time as its
27 Confidential Information designated as "CONFIDENTIAL -

1 ATTORNEY'S EYES ONLY" is to be disclosed, any person other than
2 the deponent, Counsel (and their staff and associates), the
3 Court reporter (and videographer, interpreter, or other non-
4 interested persons essential to the successful transcription of
5 the witness), and the person(s) permitted to view such
6 information pursuant to paragraphs 8 or 10 below. Likewise, the
7 disclosing party shall have the right to exclude from attendance
8 at said deposition, during such time as its Confidential
9 Information designated as "CONFIDENTIAL" is to be disclosed, any
10 person other than the deponent, Counsel (and their staff and
11 associates), the Court reporter (and videographer, interpreter,
12 or other non-interested persons essential to the successful
13 transcription of the witness), and the person(s) permitted to
14 view such information pursuant to paragraphs 9 or 10 below; and
15
16

17 (c) the originals of said deposition transcripts and all
18 copies thereof shall bear the legend "CONFIDENTIAL" or
19 "CONFIDENTIAL - ATTORNEY'S EYES ONLY," as appropriate, and the
20 original shall at the time of filing with the Court be filed in
21 accordance with L.R. 79-5.

22
23 7. All Confidential Information designated as "CONFIDENTIAL"
24 or "CONFIDENTIAL - ATTORNEY'S EYES ONLY" shall not be disclosed
25 by the receiving party to anyone other than those persons
26 designated herein and shall be handled in the manner set forth
27

1 herein and, in any event, shall not be used for any purpose
2 other than in connection with this litigation, unless and until
3 such designation is removed either by written agreement of
4 Counsel or by order of the Court.
5

6 8. Information designated "CONFIDENTIAL - ATTORNEY'S EYES
7 ONLY" shall be viewed by the receiving party only by Chief
8 Executive Officer of a Corporate Party, such party's Counsel and
9 its paralegals, clerks, support staff and clerical personnel,
10 and by independent experts including stenographic and clerical
11 employees associated with such independent experts. Independent
12 experts shall be defined to include only persons who are not
13 current employees of a party, and who have been requested by
14 Counsel to furnish technical or expert services or to give
15 testimony with respect to the subject matter for the trial of
16 this action, but grounds for objecting to an independent expert
17 receiving information designated "CONFIDENTIAL - ATTORNEY'S EYES
18 ONLY" shall not be limited by the above definition.
19

20 9. Information designated "CONFIDENTIAL" shall be viewed by
21 the receiving party only by such party's Counsel, and their
22 paralegals, clerks, support staff and clerical personnel, and by
23 the additional individuals listed below, provided each such
24 individual has read this Protective Order in advance of
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1 disclosure and has agreed, in writing, by executing a copy of
2 the form attached hereto as Exhibit A, to be bound by its terms:
3

4 (a) Executives of a receiving party who are required to
5 participate in policy decisions with reference to this action;

6 (b) Technical personnel acting with or on behalf of the
7 receiving party who need to be consulted by Counsel, in the
8 discretion of such Counsel, in preparation for trial of this
9 action;

10 (c) Independent experts as set forth in paragraph 8 above;
11 and

12 (d) Stenographic and clerical employees associated with
13 the individuals enumerated above.

14 This paragraph (9) does not apply to the Court or any court
15 personnel.

16 10. With respect to Documents designated "CONFIDENTIAL" or
17 "CONFIDENTIAL - ATTORNEY'S EYES ONLY," any person indicated on
18 the face of the Document to be its originator, author or a
19 recipient of a copy thereof at or about the time such Document
20 was prepared may be shown the same.

1 11. The producing party has the burden to show the required
2 good cause under Rule 26(c) to restrict access to information by
3 use of either "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEY'S EYES
4 ONLY" designations. If a party receiving an item of information
5 designated "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEY'S EYES
6 ONLY" reasonably believes that the information has been
7 improperly designated, either as "CONFIDENTIAL" or "CONFIDENTIAL
8 - ATTORNEY'S EYES ONLY," the receiving party must provide an
9 objection in a reasonable manner to the producing party,
10 specifying the Documents, information, or other things whose
11 designation is objected to, and the basis for the objection.
12 The objection may be initially oral but must be confirmed in
13 writing. The producing party must respond to the objection
14 within five (5) business days after delivery of the written
15 objection. If the producing party does not respond to the
16 objection in said time frame, and the receiving party has good
17 cause and good faith to know that the producing party has
18 received the objection, the receiving party may then treat the
19 information as non-confidential, but still must limit the use of
20 such information to this action. If the producing party
21 responds to the objection, and the parties cannot reach
22 agreement regarding the objected-to designations, the objecting
23 party shall have the right to bring before the Court the
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1 question of whether any particular information is properly
2 designated.

3
4 12. All Confidential Information which has been designated as
5 "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEY'S EYES ONLY," by the
6 producing or disclosing party, and any and all reproductions
7 thereof, shall be retained in the custody of the Counsel for the
8 receiving party, except that such material may be used in
9 depositions or court proceedings as provided herein, and
10 independent experts authorized to view such information under
11 the terms of this Protective Order may retain custody of such
12 copies as are necessary for their participation in this
13 litigation.

14
15 13. Any Documents produced in discovery, answers to
16 interrogatories, responses to requests for admissions,
17 deposition transcripts, or other Documents which are filed with
18 the Court for any purpose and which are designated as
19 "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEY'S EYES ONLY" shall be
20 filed in accordance with L.R. 79-5.

21
22 14. The restrictions set forth in this Order shall not be
23 construed:

24
25 (a) To preclude any party or its attorneys of record from
26 making lawful use of information which was lawfully in their
27

1 possession without restrictions prior to the receipt of
2 information under this Protective Order; or

3
4 (b) To apply to information lawfully obtained by a party
5 from any non-party to this action having the right to disclose
6 such information; or

7
8 (c) To apply to information that has been or becomes part
9 of the public domain by publication, a declaration under law, or
10 otherwise, and not due to any unauthorized act or omission on
11 the part of a receiving party.

12
13 15. Neither the taking of any action in accordance with the
14 provisions of this Protective Order, nor the failure to object
15 thereto, shall be construed as a waiver of any claim or defense
16 in this action. Moreover, neither the failure to designate
17 information in accordance with this Order nor the failure to
18 object to a designation at a given time shall preclude the
19 filing of a motion at a later date seeking to impose such
20 designation or challenging the propriety thereof, unless
21 expressly stated herein. The entry of this Order shall not be
22 construed as a waiver of any right to object to the furnishing
23 of information in response to discovery or to object to a
24 requested inspection of Documents or things, and, except as
25

1 expressly provided, shall not relieve any party of the
2 obligation of producing information in the course of discovery.
3

4 16. In the event anyone shall violate or threaten to violate
5 the terms of this Order, the parties agree that the aggrieved
6 party may immediately apply to obtain relief against any such
7 violation or threatened violation. The parties and any other
8 person subject to the terms of this Order agree that this Court
9 may retain jurisdiction over it and them for the purpose of
10 enforcing this Order, notwithstanding any subsequent disposition
11 of this action.
12

13 17. Immediately after entry of final judgment including
14 appeals, or of dismissal of a party in connection with this
15 action, all Documents and things or transcripts of deposition or
16 trial, together with all copies thereof, which have been
17 designated as including Confidential Information shall be
18 returned to the producing party or destroyed, provided that
19 Counsel may retain one copy of any and all Documents and things
20 or transcripts which contain Confidential Information for the
21 purpose of any possible future dispute over alleged violation of
22 this Protective Order or over any agreement, decision, decree,
23 order or judgment disposing of all or part of this action.
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1 18. Nothing in the foregoing provisions of this Protective
2 Order shall affect any previous protective order or shall be
3 deemed to preclude any party from seeking and obtaining, on an
4 appropriate showing, additional protection with respect to the
5 confidentiality of Documents or other discovery material or
6 relief from this Protective Order with respect to particular
7 material designated as containing Confidential Information.
8

9 19. The terms of this Protective Order shall be binding on the
10 parties hereto when signed, as an agreement, regardless of when
11 or whether the Court enters this Order.
12

13 IT IS SO ORDERED
14

15
16 11/16/12
17
18 DATED


United States Magistrate Judge

19 Honorable Patrick J. Walsh
20

21 This protective order does
22 not authorize the parties to
23 file documents under seal. Should
24 counsel seek to file documents
25 under seal under L.R. 79, the
26 Court will determine at that time
27 if the documents can be filed under seal.
28