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

11 DESIREE VENTURANZA,
 12 Plaintiff,
 13
 14 v.
 15 AMERICAN GENERAL LIFE INSURANCE
 16 COMPANY,
 17 Defendant.
 18 AND RELATED COUNTERCLAIMS.

Case No. CV-12-10418 ABC (SHx)
STIPULATED PROTECTIVE ORDER

Pfeiffer Thigpen FitzGibbon & Ziontz, LLP
 233 Wilshire Blvd., Suite 220
 Santa Monica, California 90401

21 Plaintiff Desiree Venturanza, (“**Plaintiff**” or “**Venturanza**”) and Defendant American
 22 General Life Insurance (“**Defendant**” or “**American General**”)(collectively the “**Parties**” or
 23 individually a “**Party**”) collectively submit this Stipulated Protective Order to govern the
 24 production of documents and/or other discovery material in connection with this action.

25 **1. PURPOSES AND LIMITATIONS**

26 Disclosure and discovery activity in this action are likely to involve production of
 27 confidential, proprietary, or private information for which special protection from public
 28 disclosure and from use for any purpose other than prosecuting this litigation may be

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1 warranted. Accordingly, the Parties stipulate to and petition the court to enter the following
2 Stipulated Protective Order. The Parties acknowledge that this Order does not confer blanket
3 protections on all disclosures or responses to discovery and that the protection it affords
4 from public disclosure and use extends only to the limited information or items that are
5 entitled to confidential treatment under the applicable legal principles. The Parties further
6 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does
7 not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth
8 the procedures that must be followed and the standards that will be applied when a Party
9 seeks permission from the court to file material under seal.

10 **2. DEFINITIONS**

11 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
12 information or items under this Order.

13 2.2 "CONFIDENTIAL" Information or Items: information (regardless of how it is
14 generated, stored or maintained) or tangible things that qualify for protection under Federal
15 Rule of Civil Procedure 26(c).

16 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as
17 well as their support staff).

18 2.4 Designating Party: a Party or Non-Party that designates information or items
19 that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

20 2.5 Disclosure or Discovery Material: all items or information, regardless of the
21 medium or manner in which it is generated, stored, or maintained (including, among other
22 things, testimony, transcripts, and tangible things), that are produced or generated in
23 disclosures or responses to discovery in this matter.

24 2.6 Expert: a person with specialized knowledge or experience in a matter
25 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
26 expert witness or as a consultant in this action.

27 2.7 House Counsel: attorneys who are employees of a party to this action. House
28 Counsel does not include Outside Counsel of Record or any other outside counsel.

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1 2.8 Non-Party: any natural person, partnership, corporation, association, or other
2 legal entity not named as a Party to this action.

3 2.9 Outside Counsel of Record: attorneys who are not employees of a Party to this
4 action but are retained to represent or advise a Party to this action and have appeared in this
5 action on behalf of that Party or are affiliated with a law firm which has appeared on behalf
6 of that Party.

7 2.10 Party: any party to this action, including all of its officers, directors,
8 employees, consultants, retained experts, and Outside Counsel of Record (and their support
9 staffs).

10 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
11 Material in this action.

12 2.12 Professional Vendors: persons or entities that provide litigation support
13 services (e.g., photocopying, imaging, videotaping, translating, preparing exhibits or
14 demonstrations, and collecting, organizing, storing, processing, or retrieving data in any
15 form or medium including electronically stored information) and their employees and
16 subcontractors.

17 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
18 "CONFIDENTIAL."

19 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a
20 Producing Party.

21 **3. SCOPE**

22 The protections conferred by this Stipulation and Order cover not only Protected
23 Material (as defined above), but also (1) any information copied or extracted from Protected
24 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3)
25 any testimony, conversations, or presentations by Parties or their Counsel that might reveal
26 Protected Material. However, the protections conferred by this Stipulation and Order do not
27 cover the following information: (a) any information that is in the public domain at the time
28 of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to

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1 a Receiving Party as a result of publication not involving a violation of this Order, including
2 becoming part of the public record through trial or otherwise; and (b) any information
3 known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after
4 the disclosure from a source who obtained the information lawfully and under no obligation
5 of confidentiality to the Designating Party. **Any use of Protected Material at trial shall be**
6 **governed by a separate agreement or order.**

7 **4. DURATION**

8 Even after final disposition of this litigation, the confidentiality obligations imposed
9 by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a
10 court order otherwise directs. Final disposition shall be deemed to be the later of (1)
11 dismissal of all claims and defenses in this action, with or without prejudice; and (2) final
12 judgment in this action after the completion and exhaustion of all appeals, rehearings,
13 remands, trials, or reviews of this action, including the time limits for filing any motions or
14 applications for extension of time pursuant to applicable law.

15 **5. DESIGNATING PROTECTED MATERIAL**

16 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
17 Party or Non-Party that designates information or items for protection under this Order
18 must take care to limit any such designation to specific material that qualifies under the
19 appropriate standards. The Designating Party must designate for protection only those parts
20 of material, documents, items, or oral or written communications that qualify – so that other
21 portions of the material, documents, items, or communications for which protection is not
22 warranted are not swept unjustifiably within the ambit of this Order.

23 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
24 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
25 unnecessarily encumber or retard the case development process or to impose unnecessary
26 expenses and burdens on other parties) may expose the Designating Party to sanctions.

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1 If it comes to a Designating Party's attention that information or items that it designated for
2 protection do not qualify for protection, that Designating Party must promptly notify all
3 other Parties that it is withdrawing the mistaken designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in this
5 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
6 ordered, Disclosure or Discovery Material that qualifies for protection under this Order must
7 be clearly so designated before the material is disclosed or produced.

8 Designation in conformity with this Order requires:

9 (a) for information in documentary form (e.g., paper or electronic documents,
10 but excluding transcripts of depositions or other pretrial or trial proceedings), that
11 the Producing Party affix the legend "CONFIDENTIAL" to each page that contains
12 protected material. If only a portion or portions of the material on a page qualifies for
13 protection, the Producing Party also must clearly identify the protected portion(s)
14 (e.g., by making appropriate markings in the margins).

15 A Party or Non-Party that makes original documents or materials available for
16 inspection need not designate them for protection until after the inspecting Party has
17 indicated which material it would like copied and produced. During the inspection
18 and before the designation, all of the material made available for inspection shall be
19 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it
20 wants copied and produced, the Producing Party must determine which documents,
21 or portions thereof, qualify for protection under this Order. Then, before producing
22 the specified documents, the Producing Party must affix the "CONFIDENTIAL" legend
23 to each page that contains Protected Material. If only a portion or portions of the
24 material on a page qualifies for protection, the Producing Party also must clearly
25 identify the protected portion(s) (e.g., by making appropriate markings in the
26 margins).

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1 (b) for testimony given in deposition or in other pretrial or trial proceedings,
2 that the Designating Party identify on the record, before the close of the deposition,
3 hearing, or other proceeding, all protected testimony.

4 (c) for information produced in some form other than documentary and for
5 any other tangible items, that the Producing Party affix in a prominent place on the
6 exterior of the container or containers in which the information or item is stored the
7 legend "CONFIDENTIAL." If only a portion or portions of the information or item
8 warrant protection, the Producing Party, to the extent practicable, shall identify the
9 protected portion(s).

10 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
11 designate qualified information or items does not, standing alone, waive the Designating
12 Party's right to secure protection under this Order for such material. Upon timely correction
13 of a designation, the Receiving Party must make reasonable efforts to assure that the
14 material is treated in accordance with the provisions of this Order.

15 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

16 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
17 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality
18 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
19 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right
20 to challenge a confidentiality designation by electing not to mount a challenge promptly after
21 the original designation is disclosed.

22 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
23 process by providing written notice of each designation it is challenging and describing the
24 basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the
25 written notice must recite that the challenge to confidentiality is being made in accordance
26 with this specific paragraph of the Protective Order. The Parties shall attempt to resolve
27 each challenge in good faith and must begin the process by conferring directly (in voice to
28 voice dialogue; other forms of communication are not sufficient) within 14 days of the date

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1 of service of notice. In conferring, the Challenging Party must explain the basis for its belief
2 that the confidentiality designation was not proper and must give the Designating Party an
3 opportunity to review the designated material, to reconsider the circumstances, and, if no
4 change in designation is offered, to explain the basis for the chosen designation. A
5 Challenging Party may proceed to the next stage of the challenge process only if it has
6 engaged in this meet and confer process first or establishes that the Designating Party is
7 unwilling to participate in the meet and confer process in a timely manner.

8 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
9 intervention, the Designating Party shall file and serve a motion to retain confidentiality
10 under Local Rule 37 (and in compliance with the meet-and-confer requirements of Local
11 Rule 37-1) within 21 days of the initial notice of challenge or within 14 days of the parties
12 agreeing that the meet and confer process will not resolve their dispute, whichever is earlier.
13 Each such motion must be accompanied by a competent declaration affirming that the
14 movant has complied with the meet and confer requirements imposed in the preceding
15 paragraph. Failure by the Designating Party to make such a motion including the required
16 declaration within 21 days (or 14 days, if applicable) shall automatically waive the
17 confidentiality designation for each challenged designation.

18 In addition, the Challenging Party may file a motion challenging a confidentiality
19 designation under Local Rule 37 (and Local Rule 79-5.3) ~~if the material has already been filed~~
20 ~~under seal~~) at any time if there is good cause for doing so, including a challenge to the
21 designation of a deposition transcript or any portions thereof. Any motion brought pursuant
22 to this provision must comply with Local Rule 37-1 (and/or Local Rule 79-5.3 if applicable)
23 and be accompanied by a competent declaration affirming that the movant has complied
24 with the meet and confer requirements imposed by the preceding paragraph.

25 The burden of persuasion in any such challenge proceeding shall be on the
26 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to
27 harass or impose unnecessary expenses and burdens on other Parties) may expose the
28 Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality

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1 designation by failing to file a motion to retain confidentiality as described above, all Parties
2 shall continue to afford the material in question the level of protection to which it is entitled
3 under the Producing Party's designation until the court rules on the challenge.

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

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is
6 disclosed or produced by another Party or by a Non-Party in connection with this case only
7 for prosecuting, defending, or attempting to settle this litigation. Such Protected Material
8 may be disclosed only to the categories of persons and under the conditions described in this
9 Order. When the litigation has been terminated, a Receiving Party must comply with the
10 provisions of section 13 below (FINAL DISPOSITION).

11 Protected Material must be stored and maintained by a Receiving Party at a location
12 and in a secure manner that ensures that access is limited to the persons authorized under
13 this Order.

14 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
15 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
16 disclose any information or item designated "CONFIDENTIAL" only to:

17 (a) the Receiving Party's Outside Counsel of Record in this action, as well as
18 employees of such Outside Counsel of Record to whom it is reasonably necessary to
19 disclose the information for this litigation and who have signed the "Acknowledgment
20 and Agreement to Be Bound" that is attached as **Exhibit A**;

21 (b) the officers, directors, and employees (including House Counsel) of the
22 Receiving Party to whom disclosure is reasonably necessary for this litigation and
23 who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

24 (c) Experts (as defined in this Order) of the Receiving Party to whom
25 disclosure is reasonably necessary for this litigation and who have signed the
26 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

27 (d) the Court and its personnel;

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1 (e) court reporters and their staff, professional jury or trial consultants, mock
2 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this
3 litigation and who have signed the "Acknowledgment and Agreement to Be Bound"
4 (Exhibit A);

5 (f) during their depositions, witnesses in the action to whom disclosure is
6 reasonably necessary and who have signed the "Acknowledgment and Agreement to
7 Be Bound" (Exhibit A), *unless otherwise agreed by the Designating Party or*
8 *ordered by the Court*. Pages of transcribed deposition testimony or exhibits to
9 depositions that reveal Protected Material must be separately bound by the court
10 reporter (and separate electronic versions of the transcript must be prepared that
11 include and exclude the Protected Material) and may not be disclosed to anyone
12 except as permitted under this Stipulated Protective Order.

13 (g) the author or recipient of a document containing the information or a
14 custodian or other person who otherwise possessed or knew the information.

15 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**
16 **LITIGATION**

17 If a Party is served with a subpoena or a court order issued in other litigation that
18 compels disclosure of any information or items designated in this action as
19 "CONFIDENTIAL," that Party must:

20 (a) promptly notify in writing the Designating Party. Such notification shall
21 include a copy of the subpoena or court order;

22 (b) promptly notify in writing the person or party who caused the subpoena
23 or order to issue in the other litigation that some or all of the material covered by the
24 subpoena or order is subject to this Protective Order. Such notification shall include a
25 copy of this Stipulated Protective Order; and

26 (c) cooperate with respect to all reasonable procedures sought to be pursued
27 by the Designating Party whose Protected Material may be affected.

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1 If the Designating Party timely seeks a protective order, the Party served with the
2 subpoena or court order shall not produce any information designated in this action as
3 “CONFIDENTIAL” before a determination by the court from which the subpoena or order
4 issued, unless the Party has obtained the Designating Party’s permission. The Designating
5 Party shall bear the burden and expense of seeking protection in that court of its confidential
6 material – and nothing in these provisions should be construed as authorizing or
7 encouraging a Receiving Party in this action to disobey a lawful directive from another court.

8 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS**
9 **LITIGATION**

10 (a) The terms of this Order are applicable to information produced by a
11 Non-Party in this action and designated as “CONFIDENTIAL.” Such information
12 produced by Non-Parties in connection with this litigation is protected by the
13 remedies and relief provided by this Order. Nothing in these provisions should be
14 construed as prohibiting a Non-Party from seeking additional protections.

15 (b) In the event that a Party is required, by a valid discovery request, to
16 produce a Non-Party’s confidential information in its possession, and the Party is
17 subject to an agreement with the Non-Party not to produce the Non-Party’s
18 confidential information, then the Party shall:

19 (i) promptly notify in writing the Requesting Party and the Non-Party
20 that some or all of the information requested is subject to a confidentiality
21 agreement with a Non-Party;

22 (ii) promptly provide the Non-Party with a copy of the Stipulated
23 Protective Order in this litigation, the relevant discovery request(s), and a
24 reasonably specific description of the information requested; and

25 (iii) make the information requested available for inspection by the
26 Non-Party.

27 (c) If the Non-Party fails to object or seek a protective order from this
28 Court within 14 days of receiving the notice and accompanying information, the

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1 Receiving Party may produce the Non-Party’s confidential information responsive to
2 the discovery request. If the Non-Party timely seeks a protective order, the Receiving
3 Party shall not produce any information in its possession or control that is subject to
4 the confidentiality agreement with the Non-Party before a determination by the
5 court.^{1/} Absent a court order to the contrary, the Non-Party shall bear the burden
6 and expense of seeking protection in this court of its Protected Material.

7 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

8 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
9 Protected Material to any person or in any circumstance not authorized under this
10 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the
11 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
12 unauthorized copies of the Protected Material, (c) inform the person or persons to whom
13 unauthorized disclosures were made of all the terms of this Order, and (d) request such
14 person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is
15 attached as **Exhibit A**.

16 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED**
17 **MATERIAL**

18 When a Producing Party gives notice to Receiving Parties that certain inadvertently
19 produced material is subject to a claim of privilege or other protection, the obligations of the
20 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
21 provision is not intended to modify whatever procedure may be established in an e-
22 discovery order that provides for production without prior privilege review. Pursuant to
23 Federal Rule of Evidence 502(d) and (e), insofar as the Parties reach an agreement on the
24 effect of disclosure of a communication or information covered by the attorney-client
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26 ^{1/} The purpose of this provision is to alert the interested parties to the existence
27 of confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to protect
28 its confidentiality interests in this Court.

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1 privilege or work product protection, the Parties may incorporate their agreement in the
2 stipulated protective order submitted to the Court.

3 **12. MISCELLANEOUS**

4 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person
5 to seek its modification by the Court in the future.

6 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
7 Order no Party waives any right it otherwise would have to object to disclosing or producing
8 any information or item on any ground not addressed in this Stipulated Protective Order.
9 Similarly, no Party waives any right to object on any ground to use in evidence of any of the
10 material covered by this Protective Order.

11 12.3 Filing Protected Material. Without written permission from the Designating
12 Party or a court order secured after appropriate notice to all interested persons, a Party may
13 not file in the public record in this action any Protected Material. A Party that seeks to file
14 under seal any Protected Material must comply with Civil Local Rule 79-5.1 and Protected
15 Material may only be filed under seal pursuant to a court order authorizing the sealing of the
16 specific Protected Material at issue. Pursuant to applicable law, a sealing order will issue
17 only upon a request establishing that the Protected Material at issue is privileged,
18 protectable as a trade secret, or otherwise entitled to protection under the law. If a Receiving
19 Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-5.1 is
20 denied by the Court, then the Receiving Party may file the information in the public record
21 unless otherwise instructed by the Court.

22 **13. FINAL DISPOSITION**

23 Within 60 days after the final disposition of this action, as defined in paragraph 4,
24 each Receiving Party must return all Protected Material to the Producing Party or destroy
25 such material. As used in this subdivision, "all Protected Material" includes all copies,
26 abstracts, compilations, summaries, and any other format reproducing or capturing any of
27 the Protected Material. Whether the Protected Material is returned or destroyed, the
28 Receiving Party must submit a written certification to the Producing Party (and, if not the

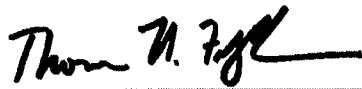
1 same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
 2 (by category, where appropriate) all the Protected Material that was returned or destroyed
 3 and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations,
 4 summaries or any other format reproducing or capturing any of the Protected Material.
 5 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
 6 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
 7 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
 8 consultant and expert work product, even if such materials contain Protected Material. Any
 9 such archival copies that contain or constitute Protected Material remain subject to this
 10 Protective Order as set forth in Section 4 (DURATION).

11 **IT IS SO STIPULATED, THROUGH THE UNDERSIGNED COUNSEL OF RECORD:**

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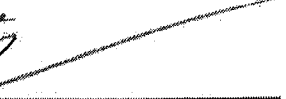
13 DATED: August 1, 2013

PFEIFFER THIGPEN FITZGIBBON & ZIONTZ LLP
THOMAS N. FITZGIBBON

14
 15 By: 
 16 Thomas N. FitzGibbon
 17 Attorney for Defendant
 American General Life Insurance Company

19 DATED: August 1, 2013

KANTOR & KANTOR, LLP
ALAN E. KASSAN
BRENT E. BREHM


20
 21 By:  
 22 ~~Alan E. Kassan~~ Brent Dorian Brehm
 23 Attorney for Plaintiff
 24 Desiree Venturanza

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PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: 8/8/13


Hon. Audrey B. Collins
~~Just~~ Judge of the District Court

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____
[print or type full name]

of _____
[print or type full address, cell phone and e-mail address]

declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on or about August 1, 2013 in the case of *Desiree Venturanza v. American General Life Insurance*, with Case No. CV-12-10418-ABC (SHx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

By signing below I appoint _____
[print or type full name]

of _____
[print or type full address, cell phone and e-mail address]

as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State Where Signed

Printed Name

Signature