

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NOTE: CHANGES MADE BY THE COURT

DISCOVERY MATTER

**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

B & R LIQUID ADVENTURE, LLC,
a California Limited Liability
Company, and ROGER L.
STANARD,

Plaintiffs,

vs.

TRAVELERS INDEMNITY
COMPANY OF CONNECTICUT, a
foreign corporation doing business in
California, and DOES 1 through 25,

Defendants.

Case NO. 2:15-cv-08975-JAK-JPR
[Hon. Jean P. Rosenbluth]

PROTECTIVE ORDER

*Discovery Cutoff: October 31, 2016
Pretrial Conference: April 3, 2017
Trial Date: April 18, 2017*

1 **PROTECTIVE ORDER**

2 To expedite the flow of discovery, facilitate the prompt resolution of disputes
3 over confidentiality, protect material entitled to be kept confidential, and ensure that
4 protection is afforded only to material so entitled, pursuant to the Court’s authority
5 under Rule 26(c) and with the consent of the parties to this litigation,

6 **IT IS ORDERED:**

7 **1. Confidential Information.**

8 The parties to this litigation may designate as “CONFIDENTIAL” any
9 document, testimony, information or material (“Confidential Information”)
10 disclosed through formal or informal discovery or otherwise in the course of this
11 litigation as hereinafter set forth in subsections (a), (b), and (c) of this section. Such
12 designation shall subject the information produced or provided under said
13 designation to the provisions of this Order. All or any portion of any documents,
14 transcripts, writings or recordings of any sort which substantially quote or
15 paraphrase information regarding the Confidential Information shall also be deemed
16 “CONFIDENTIAL” and subject to the terms and conditions of this Order. The
17 parties shall act in good faith and on a reasonable basis when designating material
18 “CONFIDENTIAL.”

19 (a) Any writing produced by any party or person in this litigation may be
20 designated as ”CONFIDENTIAL” by any of the parties to this litigation by
21 stamping the word “CONFIDENTIAL” on the confidential portions of the
22 writing. Alternatively, a party may designate any writing as
23 “CONFIDENTIAL” by identifying any such confidential portion by bates
24 number and designating it as “CONFIDENTIAL” in a letter to the opposing
25 party(s)’ counsel submitted with or prior to the production of such document.

26 (b) At the deposition, any party to this litigation may designate deposition
27 testimony or any portion of deposition testimony as “CONFIDENTIAL” by
28 advising the reporter and counsel of such designation. All transcripts of

1 depositions and deposition exhibits, and all information addressed in
2 deposition, shall be treated in their entirety as Confidential Information for
3 twenty (20) business days after such transcripts and exhibits are actually
4 received by counsel for each party. During the twenty (20) day period or
5 thereafter, any party may designate deposition testimony or any portion of
6 deposition testimony as “CONFIDENTIAL” by advising counsel of such
7 designation. Portions of any deposition designated “CONFIDENTIAL”
8 which are to be filed with the Court shall be filed under seal, bearing
9 substantially the following designation: “Portions of this deposition were
10 taken subject to a Confidentiality Agreement. These portions shall remain
11 sealed until further agreement of the parties.” Whenever any writing
12 designated as “CONFIDENTIAL” is identified as an exhibit in connection
13 with testimony given in this case, it shall be so marked and separately filed
14 under seal with the Court.

15 (c) Any party to this litigation may designate specific responses to information
16 requests, including requests for production responses and interrogatory
17 answers, “CONFIDENTIAL” by labeling the specific response or portion of
18 it “CONFIDENTIAL.”

20 **2. Filing Under Seal.**

21 Whenever any Confidential Information is used or submitted to the Court in
22 conjunction with any filing or proceeding in this litigation, it shall be so marked
23 and shall be filed separately under seal with the Court under Local Rule 79-5.
24 Where possible, only “CONFIDENTIAL” portions of filings with the Court shall
25 be filed under seal.

27 **3. Access to Confidential Information.**

28 Except upon prior written consent of the party asserting “CONFIDENTIAL”

1 treatment or upon further order of a court of competent jurisdiction, Confidential
2 Information shall be held in strict confidence and shall be used solely for the
3 purposes of prosecution or defense of this litigation. Access to Confidential
4 Information shall be limited to:

- 5 (a) the Court, including any Court personnel assisting the Court, stenographers
6 or other persons involved in taking or transcribing court or deposition
7 testimony in this action,
- 8 (b) the parties, attorneys representing the parties and paralegal, clerical and
9 secretarial employees of such attorneys;
- 10 (c) the officers, directors, agents or employees of the parties participating in the
11 prosecution, defense, settlement or other disposition of this action;
- 12 (d) mediators, consultants, experts or litigation support services, including
13 outside copying services, retained by a party for the purpose of assisting that
14 party in this action provided such persons agree in writing to abide and be
15 bound by the terms of this Order in the form attached as Exhibit A;
- 16 (e) insurers and re-insurers of the parties, including their past, present, or future
17 parent and holding companies, subsidiaries, affiliates, partnerships;
- 18 (f) potential witnesses provided such persons agree in writing to abide and be
19 bound by the terms of this Order in the form attached hereto as Exhibit A;
- 20 (g) any person who is an author, addressee or recipient of, or who previously
21 had access to, the Confidential Information;
- 22 (h) deposition witnesses who agree in writing to abide by and be bound by the
23 terms of this Order in the form attached hereto as Exhibit A;
- 24 (i) any other person as to whom the party that designated the document or
25 information as Confidential has consented to disclosure in advance; and
- 26 (j) any other person designated by the Court.

27 Notwithstanding any provision in this Order, a party may disclose or make
28 Confidential Information available to regulators with supervisory authority over

1 that party, and external auditors and reinsurers of that party who have a business
2 need for that Confidential Information.

3 4 **4. Inadvertent Disclosure.**

5 If any party inadvertently produces or discloses any Confidential Information
6 without marking it as “CONFIDENTIAL”, that party may give notice to the
7 receiving party that the information should be treated as “CONFIDENTIAL” in
8 accordance with the terms of this Order, and shall forward appropriately stamped
9 copies of the items in question or otherwise follow the procedures in this Order for
10 designating such information as “CONFIDENTIAL”. Within five (5) days of the
11 receipt of substitute copies, and upon request, the receiving party (at the expense of
12 the party that inadvertently produced the Confidential Information) shall return the
13 previously unmarked items and all copies thereof. Inadvertent disclosure shall not
14 be deemed a waiver of confidentiality.

15 16 **5. Copying and Storage of Confidential Information.**

17 No party shall, for itself or for any other person or persons, make more
18 copies of any Confidential Information than are reasonably necessary to conduct
19 this litigation. Except as otherwise provided in this Order, all Confidential
20 Information shall remain in possession of counsel for the respective parties or the
21 parties themselves, and be stored in a secure place.

22 23 **6. Challenges to Confidential Designations.**

24 If any party to this litigation objects to the designation of any document,
25 testimony, information or material as “CONFIDENTIAL,” the party may, in
26 compliance with Local Rule 37, apply to the Court for a ruling that the document,
27 testimony, information or material shall not be so treated. The burden shall remain
28 with the party seeking confidentiality to justify such designation. Unless and until

1 the Court enters an order to the contrary, the document, testimony, information or
2 material shall be given the “CONFIDENTIAL” treatment initially assigned to them
3 and as provided for in this Order.

4
5 **7. Use of Confidential Information.**

6 Should any party hereto seek to utilize any Confidential Information at
7 deposition or a discovery-related hearing in this matter, that party shall meet with
8 counsel for the other parties in an effort to agree upon a procedure to insure the
9 confidentiality of such Confidential Information. In the event counsel are unable to
10 reach agreement, the matter may be submitted to the Court.

11
12 **8. Procedures Upon Termination of Action.**

13 Within thirty (30) business days following any final settlement or the running
14 of any applicable time to appeal the final order entered in this litigation, all parties
15 shall either (i) return to the person who produced such materials all copies of all
16 Confidential Information obtained in this action or (ii) certify to that person that all
17 such Confidential Information has been destroyed, except that counsel for each
18 party may retain in its files one copy of each pleading, brief or document filed with
19 the Court, and deposition and trial transcripts and exhibits thereto, and
20 correspondence, subject to the provisions of this Confidentiality Agreement.
21 Copies of “CONFIDENTIAL” documents that have been filed with the Court may
22 be returned to the filing party by the Clerk of the Court, or destroyed.

23
24 **9. Efforts by Non-Parties to Obtain Confidential Information**

25 If any party has obtained Confidential Information under the terms of this
26 Order and receives a subpoena or other compulsory process from a non-party
27 commanding the production of such Confidential Information, such party shall use
28 reasonable efforts to promptly notify the party that designated the Confidential

1 Information as “CONFIDENTIAL.” The party receiving the subpoena or other
2 process may thereafter produce the Confidential Information in compliance with the
3 subpoena or other process unless the designating party quashes the subpoena or
4 otherwise obtains an order releasing the receiving party from the obligation to
5 produce the Confidential Information.

6
7 **10. Improper Disclosure.**

8 If any party discloses Confidential Information to any person other than in a
9 manner authorized by this Order, that party shall promptly inform the party that
10 provided the Confidential Information about the disclosure, shall endeavor in good
11 faith to retrieve such Confidential Information and prevent its further disclosure.

12
13 **11. Effect of Order.**

14 This Order shall not affect the right of any party or non-party to oppose
15 production of documents or other information on any ground permitted by the
16 Rules of Civil Procedure, including any applicable privilege. Moreover, this Order
17 shall not affect the scope of discovery by any party under the Rules of Civil
18 Procedure or the admissibility of any evidence in this action.

19
20 **12. Application to Court.**

21 Any interested party may apply to the Court under Local Rule 37 for an order
22 permitting the disclosure of any Confidential Information or for an order modifying
23 or limiting this Order in any respect.

24 //

25 //

26 //

27 //

28 //

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

//

13. Continuing Jurisdiction.

All provisions of this Order shall continue to be binding after the conclusion of this action unless subsequently modified by agreement between the parties or order of the Court and the Court shall retain jurisdiction of this matter for the purpose of enforcing this Order.

IT IS SO ORDERED:

DATED: August 9, 2016



Magistrate Jean P. Rosenbluth

