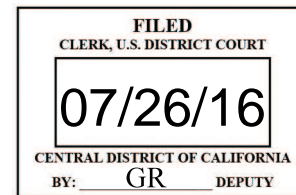


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12 UNITED STATES DISTRICT COURT  
 13 CENTRAL DISTRICT OF CALIFORNIA –WESTERN DIVISION  
 14

15 STEVEN CREWS,  
 16 Plaintiff,  
 17 v.  
 18 AMERICAN GENERAL LIFE  
 INSURANCE COMPANY,  
 19 Defendant.  
 20

Case No. 2:16-cv-02095-RGK-RAO  
**STIPULATED PROTECTIVE ORDER**  
 Hon. R. Gary Klausner  
 Complaint Filed: March 28, 2016

21  
 22 **1. INTRODUCTION**

23 1.1 PURPOSES AND LIMITATIONS

24 Discovery in this action is likely to involve production of confidential, proprietary,  
 25 or private information for which special protection from public disclosure and from use  
 26 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the  
 27 parties hereby stipulate to and petition the Court to enter the following Stipulated  
 28 Protective Order. The parties acknowledge that this Order does not confer blanket

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

## 8 1.2 GOOD CAUSE STATEMENT

9 This case involves a dispute over life insurance policy no. 6074410 (the “Policy”)  
10 insuring the life of Anita Crews (the “Insured”). Plaintiff Steven Crews (“Plaintiff”) was  
11 designated as the primary beneficiary of the Policy. Plaintiff alleges American General  
12 Life Insurance Company (“American General”) wrongfully denied his claim for the  
13 Policy benefit following the death of the Insured, and brings claims for breach of contract  
14 and insurance bad faith.

15 Due to the nature of the claims and defenses asserted, the Parties anticipate  
16 discovery that may potentially violate the right to privacy of the Parties as well as  
17 confidentiality agreements with third parties. Specifically, American General anticipates  
18 seeking discovery regarding the personal records of Plaintiff. Plaintiff anticipates seeking  
19 discovery regarding potentially confidential manuals, guidelines, and internal procedures  
20 of American General that includes confidential and proprietary information of American  
21 General, production of which may violate confidentiality agreements between American  
22 General and third parties. Plaintiff and American General also anticipate seeking  
23 potentially confidential, private and medical information of third parties, including the  
24 Insured.

25 Thus, the parties respectfully request that the following Stipulated Protective Order  
26 be entered in this matter.

## 27 **2. DEFINITIONS**

### 28 2.1 Action: Case No. 2:16-cv-02095-RGK-RAO

1           2.2    Challenging Party: None.

2           2.3    “CONFIDENTIAL” Information or Items: information (regardless of how it  
3 is generated, stored or maintained) or tangible things that qualify for protection under  
4 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
5 Statement.

6           2.4    Counsel: Outside Counsel of Record and House Counsel (as well as their  
7 support staff).

8           2.5    Designating Party: a Party or Non-Party that designates information or items  
9 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

10          2.6    Disclosure or Discovery Material: all items or information, regardless of the  
11 medium or manner in which it is generated, stored, or maintained (including, among other  
12 things, testimony, transcripts, and tangible things), that are produced or generated in  
13 disclosures or responses to discovery in this matter.

14          2.7    Expert: a person with specialized knowledge or experience in a matter  
15 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
16 expert witness or as a consultant in this Action.

17          2.8    House Counsel: attorneys who are employees of a party to this Action. House  
18 Counsel does not include Outside Counsel of Record or any other outside counsel.

19          2.9    Non-Party: any natural person, partnership, corporation, association, or other  
20 legal entity not named as a Party to this action.

21          2.10 Outside Counsel of Record: attorneys who are not employees of a party to  
22 this Action but are retained to represent or advise a party to this Action and have appeared  
23 in this Action on behalf of that party or are affiliated with a law firm which has appeared  
24 on behalf of that party, and includes support staff.

25          2.11 Party: any party to this Action, including all of its officers, directors,  
26 employees, consultants, retained experts, and Outside Counsel of Record (and their  
27 support staffs).

28          2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery

1 Material in this Action.

2 2.13 Professional Vendors: persons or entities that provide litigation support  
3 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
4 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
5 their employees and subcontractors.

6 2.14 Protected Material: any Disclosure or Discovery Material that is designated  
7 as “CONFIDENTIAL.”

8 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from  
9 a Producing Party.

### 10 **3. SCOPE**

11 The protections conferred by this Stipulation and Order cover not only Protected  
12 Material (as defined above), but also (1) any information copied or extracted from  
13 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
14 Material; and (3) any testimony, conversations, or presentations by Parties or their  
15 Counsel that might reveal Protected Material.

16 Any use of Protected Material at trial shall be governed by the orders of the trial  
17 judge. This Order does not govern the use of Protected Material at trial.

### 18 **4. DURATION**

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

### 26 **5. DESIGNATING PROTECTED MATERIAL**

#### 27 5.1 Exercise of Restraint and Care in Designating Material for Protection.

28 Each Party or Non-Party that designates information or items for protection under

1 this Order must take care to limit any such designation to specific material that qualifies  
2 under the appropriate standards. The Designating Party must designate for protection only  
3 those parts of material, documents, items, or oral or written communications that qualify  
4 so that other portions of the material, documents, items, or communications for which  
5 protection is not warranted are not swept unjustifiably within the ambit of this Order.

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

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

13 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
14 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
15 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
16 must be clearly so designated before the material is disclosed or produced.

17 Designation in conformity with this Order requires:

18 (a) for information in documentary form (e.g., paper or electronic documents, but  
19 excluding transcripts of depositions or other pretrial or trial proceedings), that the  
20 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter  
21 "CONFIDENTIAL legend"), to each page that contains protected material. If only a  
22 portion or portions of the material on a page qualifies for protection, the Producing Party  
23 also must clearly identify the protected portion(s) (e.g., by making appropriate markings  
24 in the margins).

25 A Party or Non-Party that makes original documents available for inspection need  
26 not designate them for protection until after the inspecting Party has indicated which  
27 documents it would like copied and produced. During the inspection and before the  
28 designation, all of the material made available for inspection shall be deemed

1 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants  
2 copied and produced, the Producing Party must determine which documents, or portions  
3 thereof, qualify for protection under this Order. Then, before producing the specified  
4 documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page  
5 that contains Protected Material. If only a portion or portions of the material on a page  
6 qualifies for protection, the Producing Party also must clearly identify the protected  
7 portion(s) (e.g., by making appropriate markings in the margins).

8 (b) for testimony given in depositions that the Designating Party identify the  
9 Disclosure or Discovery Material on the record, before the close of the deposition all  
10 protected testimony.

11 (c) for information produced in some form other than documentary and for any  
12 other tangible items, that the Producing Party affix in a prominent place on the exterior of  
13 the container or containers in which the information is stored the legend

14 “CONFIDENTIAL.” If only a portion or portions of the information warrants protection,  
15 the Producing Party, to the extent practicable, shall identify the protected portion(s).

16 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
17 to designate qualified information or items does not, standing alone, waive the  
18 Designating Party’s right to secure protection under this Order for such material. Upon  
19 timely correction of a designation, the Receiving Party must make reasonable efforts to  
20 assure that the material is treated in accordance with the provisions of this Order.

## 21 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation  
23 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
25 process (and, if necessary, file a discovery motion) under Local Rule 37-1 et seq.

26 6.3 The burden of persuasion in any such challenge proceeding shall be on the  
27 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to  
28 harass or impose unnecessary expenses and burdens on other parties) may expose the

1 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the  
2 confidentiality designation, all parties shall continue to afford the material in question the  
3 level of protection to which it is entitled under the Producing Party’s designation until the  
4 Court rules on the challenge.

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

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

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

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

18 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
19 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
20 disclose the information for this Action;

21 (b) the officers, directors, and employees (including House Counsel) of the  
22 Receiving Party to whom disclosure is reasonably necessary for this Action;

23 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
24 reasonably necessary for this Action and who have signed the “Agreement to Protect  
25 Confidential Information” (Exhibit A);

26 (d) the Court and its personnel;

27 (e) court reporters and their staff;

28 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to

1 whom disclosure is reasonably necessary for this Action and who have signed the  
2 “Agreement to Protect Confidential Information” (Exhibit A);

3 (g) the author or recipient of a document containing the information or a custodian  
4 or other person who otherwise possessed or knew the information;

5 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action to  
6 whom disclosure is reasonably necessary provided: (1) the deposing party requests that  
7 the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted  
8 to keep any confidential information unless they sign the “Agreement to Protect  
9 Confidential Information” (Exhibit A), unless otherwise agreed by the Designating Party  
10 or ordered by the court. Pages of transcribed deposition testimony or exhibits to  
11 depositions that reveal Protected Material may be separately bound by the court reporter  
12 and may not be disclosed to anyone except as permitted under this Stipulated Protective  
13 Order; and

14 (i) any mediator or settlement officer, and their supporting personnel, mutually  
15 agreed upon by any of the parties engaged in settlement discussions.

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

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

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

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

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



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  
4 order issued, unless the Party has obtained the Designating Party’s permission. The  
5 Designating Party shall bear the burden and expense of seeking protection in that court of  
6 its confidential material and nothing in these provisions should be construed as  
7 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive  
8 from another court.

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

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

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

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

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

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

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

1 Non-Party’s confidential information responsive to the discovery request. If the Non-Party  
2 timely seeks a protective order, the Receiving Party shall not produce any information in  
3 its possession or control that is subject to the confidentiality agreement with the Non-  
4 Party before a determination by the court.

5 Absent a court order to the contrary, the Non-Party shall bear the burden and  
6 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  
11 the 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 “Agreement to Protect Confidential Information” that is  
15 attached hereto as Exhibit A.

16 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
17 **PROTECTED 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  
20 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).  
21 This 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  
25 privilege or work product protection, the parties may incorporate their agreement in the  
26 stipulated protective order submitted to the court.

27 **12. MISCELLANEOUS**

28 12.1 Right to Further Relief. Nothing in this Order abridges the right of any

1 person to seek its modification by the Court in the future.

2           12.2 Right to Assert Other Objections. By stipulating to the entry of this  
3 Protective Order no Party waives any right it otherwise would have to object to disclosing  
4 or producing any information or item on any ground not addressed in this Stipulated  
5 Protective Order. Similarly, no Party waives any right to object on any ground to use in  
6 evidence of any of the material covered by this Protective Order.

7           12.3 Filing Protected Material. A Party that seeks to file under seal any Protected  
8 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
9 under seal pursuant to a court order authorizing the sealing of the specific Protected  
10 Material at issue. If a Party's request to file Protected Material under seal is denied by the  
11 court, then the Receiving Party may file the information in the public record unless  
12 otherwise instructed by the court.

13 **13. FINAL DISPOSITION**

14           After the final disposition of this Action, as defined in paragraph 4, within 60 days  
15 of a written request by the Designating Party, each Receiving Party must return all  
16 Protected Material to the Producing Party or destroy such material. As used in this  
17 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
18 summaries, and any other format reproducing or capturing any of the Protected Material.  
19 Whether the Protected Material is returned or destroyed, the Receiving Party must submit  
20 a written certification to the Producing Party (and, if not the same person or entity, to the  
21 Designating Party) by the 60 day deadline that (1) identifies (by category, where  
22 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that  
23 the Receiving Party has not retained any copies, abstracts, compilations, summaries or any  
24 other format reproducing or capturing any of the Protected Material. Notwithstanding this  
25 provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers,  
26 trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
27 and trial exhibits, expert reports, attorney work product, and consultant and expert work  
28 product, even if such materials contain Protected Material. Any such archival copies that



1 **EXHIBIT A**

2  
3 UNITED STATES DISTRICT COURT  
4 CENTRAL DISTRICT OF CALIFORNIA –WESTERN DIVISION

5 STEVEN CREWS,

6 Plaintiff,

7 v.

8 AMERICAN GENERAL LIFE  
9 INSURANCE COMPANY,

10 Defendant.

Case No. 2:16-cv-02095-RGK-RAO

**AGREEMENT TO PROTECT  
CONFIDENTIAL INFORMATION**

Hon. R. Gary Klausner  
Complaint Filed: March 28, 2016

11  
12 I, \_\_\_\_\_, state that:

13 1. I have received a copy of the Stipulated Protective Order Governing the  
14 Production and Exchange of Confidential Information (the “**Protective Order**”) entered  
15 in the above-entitled action.

16 2. I have carefully read and understand the provisions of the Protective Order.

17 3. I will comply with and agree to be bound by all of the provisions of the  
18 Protective Order.

19 4. I will hold in confidence, will not disclose to anyone not qualified under the  
20 Protective Order, and will use only for purposes of this action, any Confidential  
21 Information that is disclosed to me.

22 5. I will return all Confidential Information that comes into my possession, and  
23 documents or things that I have prepared relating thereto, to counsel for the party by  
24 whom I am employed or retained, or to counsel from whom I received the Confidential  
25 Information.

26 6. I hereby submit to the jurisdiction of this court for the purpose of  
27 enforcement of the Protective Order in this action.

28 Executed on: \_\_\_\_\_

(Date)

\_\_\_\_\_

(Signature)