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 AMERICAN GENERAL LIFE INSURANCE COMPANY

11  
 12 UNITED STATES DISTRICT COURT  
 13 CENTRAL DISTRICT OF CALIFORNIA –WESTERN DIVISION

14 S&S PAVING INC., AND JOSE  
 15 HURTADO,

16 Plaintiffs,

17 v.

18 AMERICAN GENERAL LIFE  
 19 INSURANCE COMPANY,

20 Defendant

Case No. 2:16-cv-02933-FMO-JC

**STIPULATED PROTECTIVE ORDER**

[CHANGES MADE BY COURT TO  
 PARAGRAPHS 1.1, 3, 7.2(h), 9(c), 12.3,  
 and Exhibit A heading]

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. Rather, when the parties  
6 seek permission from the court to file material under seal, the parties must comply with  
7 Civil Local Rule 79-5 and with any pertinent orders of the assigned District Judge and  
8 Magistrate Judge.

9 1.2 GOOD CAUSE STATEMENT

10 This case involves a dispute over life insurance policy no. 1412934 (the “Policy”)  
11 insuring the life of Larry Greenspan (the “Insured”). Plaintiff S&S Paving, Inc. (“S&S  
12 Paving”) was designated as the primary beneficiary of the Policy, and Plaintiff Jose  
13 Hurtado (collectively with S&S Paving, “Plaintiffs”) is a third party beneficiary of the  
14 Policy. Plaintiffs allege American General Life Insurance Company (“American  
15 General”) wrongfully denied their claim for the Policy benefit following the death of the  
16 Insured, and bring claims for breach of contract and insurance bad faith.

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

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

1 **2. DEFINITIONS**

2 2.1 Action: Case No. 2:16-cv-02933-FMO-JC

3 2.2 Challenging Party: None.

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

8 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
9 support staff).

10 2.5 Designating Party: a Party or Non-Party that designates information or items  
11 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

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

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

19 2.8 House Counsel: attorneys who are employees of a party to this Action. House  
20 Counsel does not include Outside Counsel of Record or any other outside counsel.

21 2.9 Non-Party: any natural person, partnership, corporation, association, or other  
22 legal entity not named as a Party to this action.

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

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1           2.11 Party: any party to this Action, including all of its officers, directors,  
2 employees, consultants, retained experts, and Outside Counsel of Record (and their  
3 support staffs).

4           2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
5 Material in this Action.

6           2.13 Professional Vendors: persons or entities that provide litigation support  
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
8 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
9 their employees and subcontractors.

10          2.14 Protected Material: any Disclosure or Discovery Material that is designated  
11 as “CONFIDENTIAL.”

12          2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from  
13 a Producing Party.

14 **3.    SCOPE**

15           The protections conferred by this Stipulation and Order cover not only Protected  
16 Material (as defined above), but also (1) any information copied or extracted from  
17 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
18 Material; and (3) any deposition testimony, conversations, or presentations by Parties or  
19 their Counsel that might reveal Protected Material, other than during a court hearing or at  
20 trial.

21           Any use of Protected Material during a court hearing or at trial shall be governed by  
22 the orders of the presiding judge. This Order does not govern the use of Protected  
23 Material during a court hearing or at trial.

24 **4.    DURATION**

25           Even after final disposition of this litigation, the confidentiality obligations imposed  
26 by this Order shall remain in effect until a Designating Party agrees otherwise in writing  
27 or a court order otherwise directs. Final disposition shall be deemed to be the later of (1)  
28 dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final

1 judgment herein after the completion and exhaustion of all appeals, rehearings, remands,  
2 trials, or reviews of this Action, including the time limits for filing any motions or  
3 applications for extension of time pursuant to applicable law.

4 **5. DESIGNATING PROTECTED MATERIAL**

5 5.1 Exercise of Restraint and Care in Designating Material for Protection.

6 Each Party or Non-Party that designates information or items for protection under  
7 this Order must take care to limit any such designation to specific material that qualifies  
8 under the appropriate standards. The Designating Party must designate for protection only  
9 those parts of material, documents, items, or oral or written communications that qualify  
10 so that other portions of the material, documents, items, or communications for which  
11 protection is not warranted are not swept unjustifiably within the ambit of this Order.

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

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

19 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
20 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
21 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
22 must be clearly so designated before the material is disclosed or produced.

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic documents, but  
25 excluding transcripts of depositions), that the Producing Party affix at a minimum, the  
26 legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
27 contains protected material. If only a portion or portions of the material on a page

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1 qualifies for protection, the Producing Party also must clearly identify the protected  
2 portion(s) (e.g., by making appropriate markings in the margins).

3 A Party or Non-Party that makes original documents available for inspection need  
4 not designate them for protection until after the inspecting Party has indicated which  
5 documents it would like copied and produced. During the inspection and before the  
6 designation, all of the material made available for inspection shall be deemed  
7 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants  
8 copied and produced, the Producing Party must determine which documents, or portions  
9 thereof, qualify for protection under this Order. Then, before producing the specified  
10 documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page  
11 that contains Protected Material. If only a portion or portions of the material on a page  
12 qualifies for protection, the Producing Party also must clearly identify the protected  
13 portion(s) (e.g., by making appropriate markings in the margins).

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

17 (c) for information produced in some form other than documentary and for any  
18 other tangible items, that the Producing Party affix in a prominent place on the exterior of  
19 the container or containers in which the information is stored the legend  
20 “CONFIDENTIAL.” If only a portion or portions of the information warrants protection,  
21 the Producing Party, to the extent practicable, shall identify the protected portion(s).

22 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
23 to designate qualified information or items does not, standing alone, waive the  
24 Designating Party’s right to secure protection under this Order for such material. Upon  
25 timely correction of a designation, the Receiving Party must make reasonable efforts to  
26 assure that the material is treated in accordance with the provisions of this Order.

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1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation  
3 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

4 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
5 process (and, if necessary, file a discovery motion) under Local Rule 37-1 et seq.

6 6.3 The burden of persuasion in any such challenge proceeding shall be on the  
7 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to  
8 harass or impose unnecessary expenses and burdens on other parties) may expose the  
9 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the  
10 confidentiality designation, all parties shall continue to afford the material in question the  
11 level of protection to which it is entitled under the Producing Party’s designation until the  
12 Court rules on the challenge.

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

14 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
15 disclosed or produced by another Party or by a Non-Party in connection with this Action  
16 only for prosecuting, defending, or attempting to settle this Action. Such Protected  
17 Material may be disclosed only to the categories of persons and under the conditions  
18 described in this Order. When the Action has been terminated, a Receiving Party must  
19 comply with the provisions of section 13 below (FINAL DISPOSITION).

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

23 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
24 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
25 may disclose any information or item designated “CONFIDENTIAL” only to:

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

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

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

6 (d) the Court and its personnel;

7 (e) court reporters and their staff;

8 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to  
9 whom disclosure is reasonably necessary for this Action and who have signed the  
10 “Agreement to Protect Confidential Information” (Exhibit A);

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

13 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action to  
14 whom disclosure is reasonably necessary provided: (1) the deposing party requests that  
15 the witness sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (2)  
16 they will not be permitted to keep any confidential information unless they sign the  
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by  
18 the Designating Party or ordered by the court. Pages of transcribed deposition testimony  
19 or exhibits to depositions that reveal Protected Material may be separately bound by the  
20 court reporter and may not be disclosed to anyone except as permitted under this  
21 Stipulated Protective Order; and

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

24 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
25 **OTHER LITIGATION**

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

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

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

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

9 If the Designating Party timely seeks a protective order, the Party served with the  
10 subpoena or court order shall not produce any information designated in this action as  
11 “CONFIDENTIAL” before a determination by the court from which the subpoena or  
12 order issued, unless the Party has obtained the Designating Party’s permission. The  
13 Designating Party shall bear the burden and expense of seeking protection in that court of  
14 its confidential material and nothing in these provisions should be construed as  
15 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive  
16 from another court.

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

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

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

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

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

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

8 (c) If a Non-Party represented by counsel fails to commence the process called for  
9 by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the notice and  
10 accompanying information or fails contemporaneously to notify the Receiving Party that  
11 it has done so, the Receiving Party may produce the Non-Party's confidential information  
12 responsive to the discovery request. If an unrepresented Non-Party fails to seek a  
13 protective order from this court within 14 days of receiving the notice and accompanying  
14 information, the Receiving Party may produce the Non-Party's confidential information  
15 responsive to the discovery request. If the Non-Party timely seeks a protective order, the  
16 Receiving Party shall not produce any information in its possession or control that is  
17 subject to the confidentiality agreement with the Non-Party before a determination by the  
18 court unless otherwise required by the law or court order. Absent a court order to the  
19 contrary, the Non-Party shall bear the burden and expense of seeking protection in this  
20 court of its Protected Material.

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

22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
23 Protected Material to any person or in any circumstance not authorized under this  
24 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing  
25 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all  
26 unauthorized copies of the Protected Material, (c) inform the person or persons to whom  
27 unauthorized disclosures were made of all the terms of this Order, and (d) request such

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1 person or persons to execute the “Agreement to Protect Confidential Information” that is  
2 attached hereto as Exhibit A.

3 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
4 **PROTECTED MATERIAL**

5 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
6 produced material is subject to a claim of privilege or other protection, the obligations of  
7 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).  
8 This provision is not intended to modify whatever procedure may be established in an e-  
9 discovery order that provides for production without prior privilege review. Pursuant to  
10 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the  
11 effect of disclosure of a communication or information covered by the attorney-client  
12 privilege or work product protection, the parties may incorporate their agreement in the  
13 stipulated protective order submitted to the court.

14 **12. MISCELLANEOUS**

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
16 person to seek its modification by the Court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
18 Protective Order no Party waives any right it otherwise would have to object to disclosing  
19 or producing any information or item on any ground not addressed in this Stipulated  
20 Protective Order. Similarly, no Party waives any right to object on any ground to use in  
21 evidence of any of the material covered by this Protective Order.

22 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected  
23 Material must comply with Civil Local Rule 79-5 and with any pertinent orders of the  
24 assigned District Judge and Magistrate Judge. Protected Material may only be filed  
25 under seal pursuant to a court order authorizing the sealing of the specific Protected  
26 Material at issue. If a Party’s request to file Protected Material under seal is denied by the  
27 court, then the Receiving Party may file the information in the public record unless  
28 otherwise instructed by the court.

1 **13. FINAL DISPOSITION**

2 After the final disposition of this Action, as defined in paragraph 4, within 60 days  
3 of a written request by the Designating Party, each Receiving Party must return all  
4 Protected Material to the Producing Party or destroy such material. As used in this  
5 subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
6 summaries, and any other format reproducing or capturing any of the Protected Material.  
7 Whether the Protected Material is returned or destroyed, the Receiving Party must submit  
8 a written certification to the Producing Party (and, if not the same person or entity, to the  
9 Designating Party) by the 60 day deadline that (1) identifies (by category, where  
10 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that  
11 the Receiving Party has not retained any copies, abstracts, compilations, summaries or any  
12 other format reproducing or capturing any of the Protected Material. Notwithstanding this  
13 provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers,  
14 trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
15 and trial exhibits, expert reports, attorney work product, and consultant and expert work  
16 product, even if such materials contain Protected Material. Any such archival copies that  
17 contain or constitute Protected Material remain subject to this Protective Order as set forth  
18 in Section 4 (DURATION).

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1 **EXHIBIT A**  
2 **AGREEMENT TO PROTECT CONFIDENTIAL INFORMATION**

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

5 S&S PAVING INC., AND JOSE  
6 HURTADO,

7 Plaintiffs,

8 v.

9 AMERICAN GENERAL LIFE  
10 INSURANCE COMPANY,

11 Defendant

Case No. 2:16-cv-02933-FMO-JC

**STIPULATED PROTECTIVE  
ORDER**

Complaint Filed: April 28, 2016

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

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

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

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

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

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

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

Executed on: \_\_\_\_\_ (Date) \_\_\_\_\_ (Signature)