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 STARR INDEMNITY & LIABILITY COMPANY

8
 9 UNITED STATES DISTRICT COURT
 10 CENTRAL DISTRICT OF CALIFORNIA

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 633 West Fifth Street, 52nd Floor
 Los Angeles, CA 90071

12 VALERIE MARSIANO,
 13 Plaintiff,
 14 vs.
 15 STARR INDEMNITY AND LIABILITY
 COMPANY, a Texas Corporation, and DOES
 16 1 through 50, inclusive,
 17 Defendants.

) CASE NO. 16-cv-6583 JAK (Ex)
) *Judge John A. Kronstadt*

) **STIPULATION FOR
) PROTECTIVE ORDER AND
) PROTECTIVE
) ORDER – CONFIDENTIAL
) DESIGNATION ONLY**

) **[Fed. R. Civ. P. 26(c)]**

19 Pursuant to Fed. R. Civ. P. 26(c), Plaintiff VALERIE MARSIANO
 20 (“Plaintiff”) and Defendant STARR INDEMNITY AND LIABILITY COMPANY
 21 (“Defendant”), through undersigned counsel, jointly submit this Stipulated
 22 Protective Order to govern the handling of information and materials produced in
 23 the course of discovery or filed with the Court in this action, in order to facilitate
 24 the exchange of information and documents which may be subject to
 25 confidentiality limitations on disclosure due to federal laws, state laws, and privacy
 26 rights. The Parties hereby stipulate as follows:

- 27 1. In this Stipulation and Protective Order, the words set forth below
 28 shall have the following meanings:

1 a. "Proceeding" means the above-entitled proceeding, United
2 States District Court for the Central District of California, Case No. 16-cv-6583
3 JAK(Ex).

4 b. "Court" means the Hon. John A. Kronstadt, or any other judge
5 to which this Proceeding may be assigned, including the Discovery Magistrate and
6 Court staff participating in such proceedings.

7 c. "Confidential" means any information which is in the
8 possession of a Designating Party who believes in good faith that such information
9 is entitled to confidential treatment under applicable law.

10 d. "Confidential Materials" means any Documents, Testimony or
11 Information as defined below designated as "Confidential" pursuant to the
12 provisions of this Stipulation and Protective Order.

13 e. "Designating Party" means the Party that designates Materials
14 as "Confidential."

15 f. "Disclose" or "Disclosed" or "Disclosure" means to reveal,
16 divulge, give, or make available Materials, or any part thereof, or any information
17 contained therein.

18 g. "Documents" means (i) any "Writing," "Original," and
19 "Duplicate" as those terms are defined by California Evidence Code Sections 250,
20 255, and 260, which have been produced in discovery in this Proceeding by any
21 person, and (ii) any copies, reproductions, or summaries of all or any part of the
22 foregoing.

23 h. "Information" means the content of Documents or Testimony.

24 i. "Testimony" means all depositions, declarations or other
25 testimony taken or used in this Proceeding.

26 2. The Designating Party shall have the right to designate as
27 "Confidential" any Documents, Testimony or Information that the Designating
28 Party in good faith believes to contain non-public information that is entitled to

1 confidential treatment under applicable law.

2 3. The entry of this Stipulation and Protective Order does not alter,
3 waive, modify, or abridge any right, privilege or protection otherwise available to
4 any Party with respect to the discovery of matters, including but not limited to any
5 Party's right to assert the attorney-client privilege, the attorney work product
6 doctrine, or other privileges, or any Party's right to contest any such assertion.

7 4. Any Documents, Testimony or Information to be designated as
8 "Confidential" must be clearly so designated before the Document, Testimony or
9 Information is Disclosed or produced. The parties may agree that the case name
10 and number are to be part of the "Confidential" designation. The "Confidential"
11 designation should not obscure or interfere with the legibility of the designated
12 Information.

13 a. For Documents (apart from transcripts of depositions or other
14 pretrial or trial proceedings), the Designating Party must affix the legend
15 "Confidential" on each page of any Document containing such designated
16 Confidential Material.

17 b. For Testimony given in depositions the Designating Party may
18 either:

19 i. identify on the record, before the close of the deposition,
20 all "Confidential" Testimony, by specifying all portions of the
21 Testimony that qualify as "Confidential;" or

22 ii. designate the entirety of the Testimony at the deposition
23 as "Confidential" (before the deposition is concluded) with the right to
24 identify more specific portions of the Testimony as to which
25 protection is sought within 30 days following receipt of the deposition
26 transcript. In circumstances where portions of the deposition
27 Testimony are designated for protection, the transcript pages
28 containing "Confidential" Information may be separately bound by

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1 the court reporter, who must affix to the top of each page the legend
2 “Confidential,” as instructed by the Designating Party.

3 c. For Information produced in some form other than Documents,
4 and for any other tangible items, including, without limitation, compact discs or
5 DVDs, the Designating Party must affix in a prominent place on the exterior of the
6 container or containers in which the Information or item is stored the legend
7 “Confidential.” If only portions of the Information or item warrant protection, the
8 Designating Party, to the extent practicable, shall identify the “Confidential”
9 portions.

10 5. The inadvertent production by any of the undersigned Parties or non-
11 Parties to the Proceedings of any Document, Testimony or Information during
12 discovery in this Proceeding without a “Confidential” designation, shall be without
13 prejudice to any claim that such item is “Confidential” and such Party shall not be
14 held to have waived any rights by such inadvertent production. In the event that
15 any Document, Testimony or Information that is subject to a “Confidential”
16 designation is inadvertently produced without such designation, the Party that
17 inadvertently produced the document shall give written notice of such inadvertent
18 production within twenty (20) days of discovery of the inadvertent production,
19 together with a further copy of the subject Document, Testimony or Information
20 designated as “Confidential” (the “Inadvertent Production Notice”). Upon receipt
21 of such Inadvertent Production Notice, the Party that received the inadvertently
22 produced Document, Testimony or Information shall promptly destroy the
23 inadvertently produced Document, Testimony or Information and all copies
24 thereof, or, at the expense of the producing Party, return such together with all
25 copies of such Document, Testimony or Information to counsel for the producing
26 Party and shall retain only the “Confidential” designated Materials. Should the
27 receiving Party choose to destroy such inadvertently produced Document,
28 Testimony or Information, the receiving Party shall notify the producing Party in

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1 writing of such destruction within ten (10) days of receipt of written notice of the
2 inadvertent production. This provision is not intended to apply to any inadvertent
3 production of any Information protected by attorney-client or work product
4 privileges. In the event that this provision conflicts with any applicable law
5 regarding waiver of confidentiality through the inadvertent production of
6 Documents, Testimony or Information, such law shall govern.

7 6. In the event that counsel for a Party receiving Documents, Testimony
8 or Information in discovery designated as “Confidential” objects to such
9 designation with respect to any or all of such items, said counsel shall advise
10 counsel for the Designating Party, in writing, of such objections, the specific
11 Documents, Testimony or Information to which each objection pertains, and the
12 specific reasons and support for such objections (the “Designation Objections”).
13 Counsel for the Designating Party shall have thirty (30) days from receipt of the
14 written Designation Objections to either (a) agree in writing to de-designate
15 Documents, Testimony or Information pursuant to any or all of the Designation
16 Objections and/or (b) file a motion with the Court seeking to uphold any or all
17 designations on Documents, Testimony or Information addressed by the
18 Designation Objections (the “Designation Motion”). Pending a resolution of the
19 Designation Motion by the Court, any and all existing designations on the
20 Documents, Testimony or Information at issue in such Motion shall remain in
21 place. The Designating Party shall have the burden on any Designation Motion of
22 establishing the applicability of its “Confidential” designation. In the event that the
23 Designation Objections are neither timely agreed to nor timely addressed in the
24 Designation Motion, then such Documents, Testimony or Information shall be de-
25 designated in accordance with the Designation Objection applicable to such
26 material.

27 7. Access to and/or Disclosure of Confidential Materials designated as
28 “Confidential” shall be permitted only to the following persons:

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a. the Court;

b. (1) Attorneys of record in the Proceedings and their affiliated attorneys, paralegals, clerical and secretarial staff employed by such attorneys who are actively involved in the Proceedings and are not employees of any Party. (2) In-house counsel to the undersigned Parties and the paralegal, clerical and secretarial staff employed by such counsel. Provided, however, that each non-lawyer given access to Confidential Materials shall be advised that such Materials are being Disclosed pursuant to, and are subject to, the terms of this Stipulation and Protective Order and that they may not be Disclosed other than pursuant to its terms;

c. those officers, directors, partners, members, employees and agents of all non-designating Parties that counsel for such Parties deems necessary to aid counsel in the prosecution and defense of this Proceeding; provided, however, that prior to the Disclosure of Confidential Materials to any such officer, director, partner, member, employee or agent, counsel for the Party making the Disclosure shall deliver a copy of this Stipulation and Protective Order to such person, shall explain that such person is bound to follow the terms of such Order, and shall secure the signature of such person on a statement in the form attached hereto as Exhibit A;

d. court reporters in this Proceeding (whether at depositions, hearings, or any other proceeding);

e. any deposition, trial or hearing witness in the Proceeding who previously has had access to the Confidential Materials, or who is currently or was previously an officer, director, partner, member, employee or agent of an entity that has had access to the Confidential Materials;

f. any deposition or non-trial hearing witness in the Proceeding who previously did not have access to the Confidential Materials; provided, however, that each such witness given access to Confidential Materials shall be

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1 advised that such Materials are being Disclosed pursuant to, and are subject to, the
2 terms of this Stipulation and Protective Order and that they may not be Disclosed
3 other than pursuant to its terms;

4 g. mock jury participants, provided, however, that prior to the
5 Disclosure of Confidential Materials to any such mock jury participant, counsel for
6 the Party making the Disclosure shall deliver a copy of this Stipulation and
7 Protective Order to such person, shall explain that such person is bound to follow
8 the terms of such Order, and shall secure the signature of such person on a
9 statement in the form attached hereto as Exhibit A.

10 h. outside experts or expert consultants consulted by the
11 undersigned Parties or their counsel in connection with the Proceeding, whether or
12 not retained to testify at any oral hearing; provided, however, that prior to the
13 Disclosure of Confidential Materials to any such expert or expert consultant,
14 counsel for the Party making the Disclosure shall deliver a copy of this Stipulation
15 and Protective Order to such person, shall explain its terms to such person, and
16 shall secure the signature of such person on a statement in the form attached hereto
17 as Exhibit A. It shall be the obligation of counsel, upon learning of any breach or
18 threatened breach of this Stipulation and Protective Order by any such expert or
19 expert consultant, to promptly notify counsel for the Designating Party of such
20 breach or threatened breach; and

21 i. any other person that the Designating Party agrees to in writing.

22 8. Confidential Materials shall be used by the persons receiving them
23 only for the purposes of preparing for, conducting, participating in the conduct of,
24 and/or prosecuting and/or defending the Proceeding, and not for any business or
25 other purpose whatsoever.

26 9. Any Party to the Proceeding (or other person subject to the terms of
27 this Stipulation and Protective Order) may ask the Court, after appropriate notice to
28 the other Parties to the Proceeding, to modify or grant relief from any provision of

1 this Stipulation and Protective Order.

2 10. Entering into, agreeing to, and/or complying with the terms of this
3 Stipulation and Protective Order shall not:

4 a. operate as an admission by any person that any particular
5 Document, Testimony or Information marked "Confidential" contains or reflects
6 trade secrets, proprietary, confidential or competitively sensitive business,
7 commercial, financial or personal information; or

8 b. prejudice in any way the right of any Party (or any other person
9 subject to the terms of this Stipulation and Protective Order):

10 i. to seek a determination by the Court of whether any
11 particular Confidential Material should be subject to protection as
12 "Confidential" under the terms of this Stipulation and Protective
13 Order; or

14 ii. to seek relief from the Court on appropriate notice to all
15 other Parties to the Proceeding from any provision(s) of this
16 Stipulation and Protective Order, either generally or as to any
17 particular Document, Material or Information.

18 11. Any Party to the Proceeding who has not executed this Stipulation and
19 Protective Order as of the time it is presented to the Court for signature may
20 thereafter become a Party to this Stipulation and Protective Order by its counsel's
21 signing and dating a copy thereof and filing the same with the Court, and serving
22 copies of such signed and dated copy upon the other Parties to this Stipulation and
23 Protective Order.

24 12. Any Information that may be produced by a non-Party witness in
25 discovery in the Proceeding pursuant to subpoena or otherwise may be designated
26 by such non-Party as "Confidential" under the terms of this Stipulation and
27 Protective Order, and any such designation by a non-Party shall have the same
28 force and effect, and create the same duties and obligations, as if made by one of

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1 the undersigned Parties hereto. Any such designation shall also function as a
2 consent by such producing Party to the authority of the Court in the Proceeding to
3 resolve and conclusively determine any motion or other application made by any
4 person or Party with respect to such designation, or any other matter otherwise
5 arising under this Stipulation and Protective Order.

6 13. If any person subject to this Stipulation and Protective Order who has
7 custody of any Confidential Materials receives a subpoena or other process
8 (“Subpoena”) from any government or other person or entity demanding
9 production of Confidential Materials, the recipient of the Subpoena shall promptly
10 give notice of the same by electronic mail transmission, followed by either express
11 mail or overnight delivery to counsel of record for the Designating Party, and shall
12 furnish such counsel with a copy of the Subpoena. Upon receipt of this notice, the
13 Designating Party may, in its sole discretion and at its own cost, move to quash or
14 limit the Subpoena, otherwise oppose production of the Confidential Materials,
15 and/or seek to obtain confidential treatment of such Confidential Materials from
16 the subpoenaing person or entity to the fullest extent available under law. The
17 recipient of the Subpoena may not produce any Documents, Testimony or
18 Information pursuant to the Subpoena prior to the date specified for production on
19 the Subpoena.

20 14. Nothing in this Stipulation and Protective Order shall be construed to
21 preclude either Party from asserting in good faith that certain Confidential
22 Materials require additional protection. The Parties shall meet and confer to agree
23 upon the terms of such additional protection.

24 15. If, after execution of this Stipulation and Protective Order, any
25 Confidential Materials submitted by a Designating Party under the terms of this
26 Stipulation and Protective Order is Disclosed by a non-Designating Party to any
27 person other than in the manner authorized by this Stipulation and Protective
28 Order, the non-Designating Party responsible for the Disclosure shall bring all

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1 pertinent facts relating to the Disclosure of such Confidential Materials to the
2 immediate attention of the Designating Party.

3 16. This Stipulation and Protective Order is entered into without prejudice
4 to the right of any Party to knowingly waive the applicability of this Stipulation
5 and Protective Order to any Confidential Materials designated by that Party. If the
6 Designating Party uses Confidential Materials in a non-Confidential manner, then
7 the Designating Party shall advise that the designation no longer applies.

8 17. Where any Confidential Materials, or Information derived from
9 Confidential Materials, is included in any motion or other proceeding governed by
10 the Federal Rules of Civil Procedure or Local Rules, the party shall follow those
11 rules. With respect to discovery motions or other proceedings not governed by
12 Federal Rules of Civil Procedure or Local Rules, the following shall apply: If
13 Confidential Materials or Information derived from Confidential Materials are
14 submitted to or otherwise disclosed to the Court in connection with discovery
15 motions and proceedings, the same shall be separately filed under seal with the
16 clerk of the Court in an envelope marked: "CONFIDENTIAL – FILED UNDER
17 SEAL PURSUANT TO PROTECTIVE ORDER AND WITHOUT ANY
18 FURTHER SEALING ORDER REQUIRED."

19 18. The Parties shall meet and confer regarding the procedures for use of
20 Confidential Materials at trial and shall move the Court for entry of an appropriate
21 order.

22 19. Nothing in this Stipulation and Protective Order shall affect the
23 admissibility into evidence of Confidential Materials, or abridge the rights of any
24 person to seek judicial review or to pursue other appropriate judicial action with
25 respect to any ruling made by the Court concerning the issue of the status of
26 Protected Material.

27 20. This Stipulation and Protective Order shall continue to be binding
28 after the conclusion of this Proceeding and all subsequent proceedings arising from

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1 this Proceeding, except that a Party may seek the written permission of the
2 Designating Party or may move the Court for relief from the provisions of this
3 Stipulation and Protective Order. To the extent permitted by law, the Court shall
4 retain jurisdiction to enforce, modify, or reconsider this Stipulation and Protective
5 Order, even after the Proceeding is terminated.

6 21. Upon written request made within thirty (30) days after the settlement
7 or other termination of the Proceeding, the undersigned Parties shall have thirty
8 (30) days to either (a) promptly return to counsel for each Designating Party all
9 Confidential Materials and all copies thereof (except that counsel for each Party
10 may maintain in its files, in continuing compliance with the terms of this
11 Stipulation and Protective Order, all work product, and one copy of each pleading
12 filed with the Court), (b) agree with counsel for the Designating Party upon
13 appropriate methods and certification of destruction or other disposition of such
14 Confidential Materials, or (c) as to any Documents, Testimony or other
15 Information not addressed by sub-paragraphs (a) and (b), file a motion seeking a
16 Court order regarding proper preservation of such Materials. To the extent
17 permitted by law the Court shall retain continuing jurisdiction to review and rule
18 upon the motion referred to in sub-paragraph (c) herein.

19 22. After this Stipulation and Protective Order has been signed by
20 counsel for all Parties, it shall be presented to the Court for entry. Counsel agree
21 to be bound by the terms set forth herein with regard to any Confidential
22 Materials that have been produced before the Court signs this Stipulation and
23 Protective Order.

24 23. The Parties and all signatories to the Certification attached hereto as
25 Exhibit A agree to be bound by this Stipulation and Protective Order pending its
26 approval and entry by the Court. In the event that the Court modifies this
27 Stipulation and Protective Order, or in the event that the Court enters a different
28 Protective Order, the Parties agree to be bound by this Stipulation and Protective

1 Order until such time as the Court may enter such a different Order. It is the
2 Parties' intent to be bound by the terms of this Stipulation and Protective Order
3 pending its entry so as to allow for immediate production of Confidential
4 Materials under the terms herein.

5 This Stipulation and Protective Order may be executed in counterparts.

6 **IT IS SO AGREED AND STIPULATED.**

7 Dated: April 25, 2017

8 By: GORDON & REES LLP
/s/ Gina Gi
Debra E. Meppen
9 Lisa K. Garner
10 Gina Gi
11 Attorneys for Defendant,
STARR INDEMNITY &
LIABILITY COMPANY

12 Dated: April 25, 2017

13 By: JML LAW
/s/ Jason Yang
14 Joseph M. Lovretovich
15 David F. Tibor
16 Jason M. Yang
Attorneys for Plaintiff
VALERIE MARSIANO

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17 **ORDER**

18 Good cause appearing, the Court hereby approves this STIPULATION FOR
19 PROTECTIVE ORDER AND PROTECTIVE ORDER – CONFIDENTIAL
20 DESIGNATION ONLY, and

21 IT IS SO ORDERED.

22 Dated: 4/25, 2017

23 
Hon. John A. Kronstadt
24 CHARLES F. EICK

SIGNATURE ATTESTATION

I hereby attest that all signatories listed above, on whose behalf this stipulation is submitted, concur in the filing's content and have authorized the filing.

Dated: April 25, 2017

By: GORDON & REES LLP
/s/ Gina Gi
Debra E. Meppen
Lisa K. Garner
Gina Gi
Attorneys for Defendant,
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LIABILITY COMPANY

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