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13 [ALL OTHER COUNSEL CAPTIONED IN SIGNATURE]

14 **UNITED STATES DISTRICT COURT**  
 15 **CENTRAL DISTRICT OF CALIFORNIA**  
 16 **WESTERN DIVISION**

17 FEDERAL INSURANCE COMPANY,  
 18 an Indiana corporation, for itself and as  
 19 assignee of NIPPON STEEL &  
 20 SUMITOMO METAL U.S.A., INC., a  
 21 New York corporation, and WESTERN  
 22 TUBE & CONDUIT CORPORATION,  
 23 a California corporation,

24 Plaintiff,

25 v.

26 CALIFORNIA METAL  
 27 DISTRIBUTORS, a California  
 28 corporation; WOLF METALS, INC., a  
 29 California corporation; VINCENT P.  
 30 GIOFFRE, an individual; and  
 31 DOUGLAS CONRADO, an individual,  
 32 inclusive,

33 Defendants.

Case No. 2:16-cv-09478-R-E

**STIPULATED PROTECTIVE  
 ORDER**

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1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public  
4 disclosure and from use for any purpose other than prosecuting this litigation may  
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
6 enter the following Stipulated Protective Order. The parties acknowledge that this  
7 Order does not confer blanket protections on all disclosures or responses to  
8 discovery and that the protection it affords from public disclosure and use extends  
9 only to the limited information or items that are entitled to confidential treatment  
10 under the applicable legal principles. The parties further acknowledge, as set forth  
11 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
12 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
13 procedures that must be followed and the standards that will be applied when a party  
14 seeks permission from the court to file material under seal.

15 B. GOOD CAUSE STATEMENT

16 This action is likely to involve trade secrets, commercial, financial, technical  
17 and/or proprietary information for which special protection from public disclosure  
18 and from use for any purpose other than prosecution of this action is warranted.  
19 Such confidential and proprietary materials and information consist of, among other  
20 things, confidential business or financial information, information regarding  
21 confidential business practices, or other confidential research, development, or  
22 commercial information (including information implicating privacy rights of third  
23 parties), information otherwise generally unavailable to the public, or which may be  
24 privileged or otherwise protected from disclosure under state or federal statutes,  
25 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
26 information, to facilitate the prompt resolution of disputes over confidentiality of  
27 discovery materials, to adequately protect information the parties are entitled to keep  
28 confidential, to ensure that the parties are permitted reasonable necessary uses of

1 such material in preparation for and in the conduct of trial, to address their handling  
2 at the end of the litigation, and serve the ends of justice, a protective order for such  
3 information is justified in this matter. It is the intent of the parties that information  
4 will not be designated as confidential for tactical reasons and that nothing be so  
5 designated without a good faith belief that it has been maintained in a confidential,  
6 non-public manner, and there is good cause why it should not be part of the public  
7 record of this case.

8 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER  
9 SEAL

10 The parties further acknowledge, as set forth in Section 12.3, below, that this  
11 Stipulated Protective Order does not entitle them to file confidential information  
12 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
13 and the standards that will be applied when a party seeks permission from the court  
14 to file material under seal.

15 There is a strong presumption that the public has a right of access to judicial  
16 proceedings and records in civil cases. In connection with non-dispositive motions,  
17 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
18 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
19 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electrics,*  
20 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders  
21 require good cause showing), and a specific showing of good cause or compelling  
22 reasons with proper evidentiary support and legal justification, must be made with  
23 respect to Protected Material that a party seeks to file under seal. The parties' mere  
24 designation of Disclosure or Discovery Material as CONFIDENTIAL does not—  
25 without the submission of competent evidence by declaration, establishing that the  
26 material sought to be filed under seal qualifies as confidential, privileged, or  
27 otherwise protectable—constitute good cause.

28 Further, if a party requests sealing related to a dispositive motion or trial, then

1 compelling reasons, not only good cause, for the sealing must be shown, and the  
2 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
3 *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For  
4 each item or type of information, document, or thing sought to be filed or introduced  
5 under seal in connection with a dispositive motion or trial, the party seeking  
6 protection must articulate compelling reasons, supported by specific facts and legal  
7 justification, for the requested sealing order. Again, competent evidence supporting  
8 the application to file documents under seal must be provided by declaration.

9 Any document that is not confidential, privileged, or otherwise protectable in  
10 its entirety will not be filed under seal if the confidential portions can be redacted. If  
11 documents can be redacted, then a redacted version for public viewing, omitting  
12 only the confidential, privileged, or otherwise protectable portions of the document,  
13 shall be filed. Any application that seeks to file documents under seal in their  
14 entirety should include an explanation of why redaction is not feasible.

15 2. DEFINITIONS

16 2.1 Action: the above captioned pending federal law suit.

17 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
18 of information or items under this Order.

19 2.3 "CONFIDENTIAL" Information or Items: information (regardless of how  
20 it is generated, stored or maintained) or tangible things that qualify for protection  
21 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
22 Cause Statement.

23 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
24 support staff).

25 2.5 Designating Party: a Party or Non-Party that designates information or  
26 items that it produces in disclosures or in responses to discovery as  
27 "CONFIDENTIAL."

28 2.6 Disclosure or Discovery Material: all items or information, regardless of

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1 the medium or manner in which it is generated, stored, or maintained (including,  
2 among other things, testimony, transcripts, and tangible things), that are produced or  
3 generated in disclosures or responses to discovery in this matter.

4       2.7 Expert: a person with specialized knowledge or experience in a matter  
5 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
6 an expert witness or as a consultant in this Action.

7       2.8 House Counsel: attorneys who are employees of a party to this Action.  
8 House Counsel does not include Outside Counsel of Record or any other outside  
9 counsel.

10       2.9 Non-Party: any natural person, partnership, corporation, association, or  
11 other legal entity not named as a Party to this action.

12       2.10 Outside Counsel of Record: attorneys who are not employees of a party  
13 to this Action but are retained to represent or advise a party to this Action and have  
14 appeared in this Action on behalf of that party or are affiliated with a law firm which  
15 has appeared on behalf of that party, and includes support staff.

16       2.11 Party: any party to this Action, including all of its officers, directors,  
17 employees, consultants, retained experts, and Outside Counsel of Record (and their  
18 support staffs).

19       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
20 Discovery Material in this Action.

21       2.13 Professional Vendors: persons or entities that provide litigation support  
22 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
23 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
24 and their employees and subcontractors.

25       2.14 Protected Material: any Disclosure or Discovery Material that is  
26 designated as "CONFIDENTIAL."

27       2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
28 from a Producing Party.

1 3. SCOPE

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

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

9 4. DURATION

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

18 5. DESIGNATING PROTECTED MATERIAL

19 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

27 Mass, indiscriminate, or routinized designations are prohibited. Designations  
28 that are shown to be clearly unjustified or that have been made for an improper

1 purpose (e.g., to unnecessarily encumber the case development process or to impose  
2 unnecessary expenses and burdens on other parties) may expose the Designating  
3 Party to sanctions.

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

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

12 Designation in conformity with this Order requires:

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

20 A Party or Non-Party that makes original documents available for inspection  
21 need not designate them for protection until after the inspecting Party has indicated  
22 which documents it would like copied and produced. During the inspection and  
23 before the designation, all of the material made available for inspection shall be  
24 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
25 documents it wants copied and produced, the Producing Party must determine which  
26 documents, or portions thereof, qualify for protection under this Order. Then, before  
27 producing the specified documents, the Producing Party must affix the  
28 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a

1 portion or portions of the material on a page qualifies for protection, the Producing  
2 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
3 markings in the margins)

4 (b) for testimony given in depositions that the Designating Party identifies the  
5 Disclosure or Discovery Material on the record, before the close of the deposition all  
6 protected testimony.

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

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

19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
21 designation of confidentiality at any time that is consistent with the Court’s  
22 Scheduling Order.

23 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
24 resolution process under Local Rule 37.1 et seq.

25 6.3 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  
27 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
28 expose the Challenging Party to sanctions. Unless the Designating Party has waived



1 or withdrawn the confidentiality designation, all parties shall continue to afford the  
2 material in question the level of protection to which it is entitled under the  
3 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  
7 Action only for prosecuting, defending, or attempting to settle this Action. Such  
8 Protected Material may be disclosed only to the categories of persons and under the  
9 conditions described in this Order. When the Action has been terminated, a  
10 Receiving Party must comply with the provisions of section 13 below (FINAL  
11 DISPOSITION).

12 Protected Material must be stored and maintained by a Receiving Party at a  
13 location and in a secure manner that ensures that access is limited to the persons  
14 authorized under 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  
17 Party 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  
24 disclosure is reasonably necessary for this Action and who have signed the  
25 "Acknowledgment and Agreement to Be Bound" (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

1 Vendors to whom disclosure is reasonably necessary for this Action and who have  
2 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

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

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

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

18 If a Party is served with a subpoena or a court order issued in other litigation  
19 that 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  
22 include a copy of the subpoena or court order;

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

27 (c) cooperate with respect to all reasonable procedures sought to be pursued  
28 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  
2 the subpoena or court order shall not produce any information designated in this  
3 action as “CONFIDENTIAL” before a determination by the court from which the  
4 subpoena or order issued, unless the Party has obtained the Designating Party’s  
5 permission. The Designating Party shall bear the burden and expense of seeking  
6 protection in that court of its confidential material and nothing in these provisions  
7 should be construed as authorizing or encouraging a Receiving Party in this Action  
8 to disobey a lawful directive 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-  
12 Party in this Action and designated as “CONFIDENTIAL.” Such information  
13 produced by Non-Parties in connection with this litigation is protected by the  
14 remedies and relief provided by this Order. Nothing in these provisions should be  
15 construed as prohibiting a Non-Party from seeking additional protections.

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

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

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

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

28 (c) If the Non-Party fails to seek a protective order from this court within 14

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

8 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

17 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
18 PROTECTED MATERIAL

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

1 12. MISCELLANEOUS

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
3 person to seek its modification by the Court in the future.

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

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

15 13. FINAL DISPOSITION

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

1 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
2 reports, attorney work product, and consultant and expert work product, even if such  
3 materials contain Protected Material. Any such archival copies that contain or  
4 constitute Protected Material remain subject to this Protective Order as set forth in  
5 Section 4 (DURATION).

6 14. Any violation of this Order may be punished by any and all appropriate  
7 measures including, without limitation, contempt proceedings and/or monetary  
8 sanctions

9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

10 Dated: August 7, 2017

Respectfully submitted,

11 **SEDGWICK LLP**

12 By: /s/ Jason J. Chorley

13 Martin J. O'Leary  
14 Brian D. Harrison  
15 Jason J. Chorley  
16 Attorneys for Plaintiff  
FEDERAL INSURANCE COMPANY

17 Dated: August 7, 2017

Respectfully submitted,

18 **JEFFREY S. SHINBROT, APLC**

19 By: /s/ Jeffrey S. Shinbrot

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26 CALIFORNIA METAL DISTRIBUTORS

27  
28  
Sedgwick<sub>LLP</sub>

1 Dated: August 7, 2017

Respectfully submitted,

**FERRUZZO & FERRUZZO, LLP**

By: /s/ James F. Rumm

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10 Dated: August 7, 2017

Respectfully submitted,

**THOMAS W. KIELTY**

By: /s/ Thomas W. Kielty

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Telephone: 310.393.0515  
  
Attorneys for Defendant  
DOUGLAS CONRADO

20 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

22 DATED: 8/7/17

23  
24 

25 HON. CHARLES F. EICK  
26 United States Magistrate Judge

Sedgwick<sup>LLP</sup>

1 **Attestation**

2 Pursuant to Local Rule 5-4.3.4(a)(2)(i), I, Jason J. Chorley, attest that all other  
3 signatories listed herein, and on whose behalf this filing is being submitted, concur  
4 in this filing's content and have authorized the filing.

5 Dated: August 7, 2017

**SEDGWICK LLP**

6  
7 By: /s/ Jason J. Chorley

Martin J. O'Leary

Brian D. Harrison

8 Jason J. Chorley

9 Attorneys for Plaintiff

FEDERAL INSURANCE COMPANY

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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

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I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full 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 [date] in the case of *Federal Insurance Company v. California Metal  
Distributors*, Case No. 2:16-cv-09478-R-E . 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 enforcing the terms of this Stipulated  
Protective Order, even if such enforcement proceedings occur after termination of  
this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and  
telephone number] 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 sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

Sedgwick<sup>corp</sup>