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 8 AMERICAN GENERAL LIFE INSURANCE  
 COMPANY

9 UNITED STATES DISTRICT COURT  
 10 CENTRAL DISTRICT OF CALIFORNIA

12 GAIANE MOVSISIAN,  
 13 Plaintiff,  
 14 v.  
 15 AMERICAN GENERAL LIFE  
 INSURANCE COMPANY, a Texas  
 16 Corporation,  
 17 Defendant.

Case No. 2:17-cv-02584 JAK (ASx)  
 STIPULATED PROTECTIVE ORDER

Action filed: February 14, 2017  
 Removed: April 4, 2017

19 1. A. PURPOSES AND LIMITATIONS

20 Discovery in this action is likely to involve production of confidential,  
 21 proprietary, or private information for which special protection from public  
 22 disclosure and from use for any purpose other than prosecuting this litigation may  
 23 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
 24 enter the following Stipulated Protective Order. The parties acknowledge that this  
 25 Order does not confer blanket protections on all disclosures or responses to  
 26 discovery and that the protection it affords from public disclosure and use extends  
 27 only to the limited information or items that are entitled to confidential treatment  
 28

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

6 B. GOOD CAUSE STATEMENT

7 This action is likely to involve information relating to former and current  
8 third party employees of Defendant, including information relating to the  
9 employment and personnel files of the former and current employees of the  
10 Defendant and confidential business records for which special protection from  
11 public disclosure and from use for any purpose other than prosecution of this action  
12 is warranted.

13 Such confidential and proprietary materials and information consist of, among  
14 other things, private employment records, confidential business records and  
15 information (including information implicating privacy rights of third parties),  
16 information otherwise generally unavailable to the public, or which may be  
17 privileged or otherwise protected from disclosure under state or federal statutes,  
18 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
19 information, to facilitate the prompt resolution of disputes over confidentiality of  
20 discovery materials, to adequately protect information the parties are entitled to keep  
21 confidential, to ensure that the parties are permitted reasonable necessary uses of  
22 such material in preparation for and in the conduct of trial, to address their handling  
23 at the end of the litigation, and serve the ends of justice, a protective order for such  
24 information is justified in this matter. It is the intent of the parties that information  
25 will not be designated as confidential for tactical reasons and that nothing be so  
26 designated without a good faith belief that it has been maintained in a confidential,  
27 non-public manner, and there is good cause why it should not be part of the public  
28 record of this case.

1 2. DEFINITIONS

2 2.1 Action: this pending federal law suit, Case No. 2:17-cv-02584 JAK  
3 (ASx).

4 2.2 Challenging Party: a Party or Non-Party that challenges the  
5 designation of information or items under this Order.

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

10 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
11 their support staff).

12 2.5 Designating Party: a Party or Non-Party that designates information or  
13 items that it produces in disclosures or in responses to discovery as  
14 “CONFIDENTIAL.”

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

19 2.7 Expert: a person with specialized knowledge or experience in a matter  
20 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
21 an expert witness or as a consultant in this Action.

22 2.8 House Counsel: attorneys who are employees of a party to this Action.  
23 House Counsel does not include Outside Counsel of Record or any other outside  
24 counsel.

25 2.9 Non-Party: any natural person, partnership, corporation, association, or  
26 other legal entity not named as a Party to this action.

27 2.10 Outside Counsel of Record: attorneys who are not employees of a  
28 party to this Action but are retained to represent or advise a party to this Action and

1 have appeared in this Action on behalf of that party or are affiliated with a law firm  
2 which has appeared on behalf of that party, and includes support staff.

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

6 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
7 Discovery Material in this Action.

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

12 2.14 Protected Material: any Disclosure or Discovery Material that is  
13 designated as “CONFIDENTIAL.”

14 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
15 Material from a Producing Party.

16 3. SCOPE

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

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

24 4. DURATION

25 Even after final disposition of this litigation, the confidentiality obligations  
26 imposed by this Order shall remain in effect until a Designating Party agrees  
27 otherwise in writing or a court order otherwise directs. Final disposition shall be  
28 deemed to be the later of (1) dismissal of all claims and defenses in this Action,

1 with or without prejudice; and (2) final judgment herein after the completion and  
2 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
3 including the time limits for filing any motions or applications for extension of time  
4 pursuant to applicable law.

5 5. DESIGNATING PROTECTED MATERIAL

6 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

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

27 Designation in conformity with this Order requires:

28 (a) for information in documentary form (e.g., paper or electronic

1 documents, but excluding transcripts of depositions or other pretrial or trial  
2 proceedings), that the Producing Party affix at a minimum, the legend  
3 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
4 contains protected material. If only a portion or portions of the material on a page  
5 qualifies for protection, the Producing Party also must clearly identify the protected  
6 portion(s) (e.g., by making appropriate markings in the margins).

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

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

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

28 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent

1 failure to designate qualified information or items does not, standing alone, waive  
2 the Designating Party's right to secure protection under this Order for such  
3 material. Upon timely correction of a designation, the Receiving Party must make  
4 reasonable efforts to assure that the material is treated in accordance with the  
5 provisions of this Order.

## 6 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

7 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
8 designation of confidentiality at any time that is consistent with the Court's  
9 Scheduling Order.

10 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
11 resolution process under Local Rule 37.1 et seq.

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

## 20 7. ACCESS TO AND USE OF PROTECTED MATERIAL

21 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
22 disclosed or produced by another Party or by a Non-Party in connection with this  
23 Action only for prosecuting, defending, or attempting to settle this Action. Such  
24 Protected Material may be disclosed only to the categories of persons and under  
25 the conditions described in this Order. When the Action has been terminated, a  
26 Receiving Party must comply with the provisions of section 13 below (FINAL  
27 DISPOSITION).

28 Protected Material must be stored and maintained by a Receiving Party at a

1 location and in a secure manner that ensures that access is limited to the persons  
2 authorized under this Order.

3 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
4 otherwise ordered by the court or permitted in writing by the Designating Party, a  
5 Receiving Party may disclose any information or item designated  
6 “CONFIDENTIAL” only to:

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

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

12 (a) Experts (as defined in this Order) of the Receiving Party to whom  
13 disclosure is reasonably necessary for this Action and who have signed the  
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (b) the court and its personnel;

16 (c) court reporters and their staff;

17 (d) professional jury or trial consultants, mock jurors, and Professional  
18 Vendors to whom disclosure is reasonably necessary for this Action and who have  
19 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (e) the author or recipient of a document containing the information or a  
21 custodian or other person who otherwise possessed or knew the information;

22 (f) during their depositions, witnesses, and attorneys for witnesses, in the  
23 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
24 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they  
25 will not be permitted to keep any confidential information unless they sign the  
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
27 agreed by the Designating Party or ordered by the court. Pages of transcribed  
28 deposition testimony or exhibits to depositions that reveal Protected Material may



1 be separately bound by the court reporter and may not be disclosed to anyone  
2 except as permitted under this Stipulated Protective Order; and

3 (g) any mediator or settlement officer, and their supporting personnel,  
4 mutually agreed upon by any of the parties engaged in settlement discussions.

5 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
6 OTHER LITIGATION

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

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

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

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

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

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

28

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

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

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

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

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

18 (c) If the Non-Party fails to seek a protective order from this court within  
19 14 days of receiving the notice and accompanying information, the Receiving Party  
20 may produce the Non-Party’s confidential information responsive to the discovery  
21 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
22 not produce any information in its possession or control that is subject to the  
23 confidentiality agreement with the Non-Party before a determination by the court.  
24 Absent a court order to the contrary, the Non-Party shall bear the burden and  
25 expense of seeking protection in this court of its Protected Material.

26 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

27 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
28 Protected Material to any person or in any circumstance not authorized under this

1 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
2 writing the Designating Party of the unauthorized disclosures, (b) use its best  
3 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
4 person or persons to whom unauthorized disclosures were made of all the terms of  
5 this Order, and (d) request such person or persons to execute the “Acknowledgment  
6 and Agreement to Be Bound” that is attached hereto as Exhibit A.

7 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
8 PROTECTED MATERIAL

9 When a Producing Party gives notice to Receiving Parties that certain  
10 inadvertently produced material is subject to a claim of privilege or other  
11 protection, the obligations of the Receiving Parties are those set forth in Federal  
12 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
13 whatever procedure may be established in an e-discovery order that provides for  
14 production without prior privilege review. Pursuant to Federal Rule of Evidence  
15 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
16 of a communication or information covered by the attorney-client privilege or work  
17 product protection, the parties may incorporate their agreement in the stipulated  
18 protective order submitted to the court.

19 12. MISCELLANEOUS

20 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
21 person to seek its modification by the Court in the future.

22 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
23 Protective Order no Party waives any right it otherwise would have to object to  
24 disclosing or producing any information or item on any ground not addressed in  
25 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
26 any ground to use in evidence of any of the material covered by this Protective  
27 Order.

28 12.3 Filing Protected Material. A Party that seeks to file under seal any

1 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
2 may only be filed under seal pursuant to a court order authorizing the sealing of the  
3 specific Protected Material at issue. If a Party's request to file Protected Material  
4 under seal is denied by the court, then the Receiving Party may file the information  
5 in the public record unless otherwise instructed by the court.

6 13. FINAL DISPOSITION

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

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

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

5  
6 DATED: July 19, 2017

7  
8 /s/James B. Hardin  
9 Attorneys for Plaintiff

10 DATED: July 19, 2017

11  
12 /s/Astineh Arakelian  
13 Attorneys for Defendant

14 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

15  
16 DATED: July 21, 2017

17  
18 / s / Alka Sagar  
19 Honorable Alka Sagar  
20 United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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 [\_\_\_\_\_] in the case of\_\_ *Gaiane Movsisian v. American General  
Life Insurance Company*, Case No. 2:17-cv-02584 JAK (ASx). 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 the purpose of 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: \_\_\_\_\_