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 INSURANCE COMPANY (erroneously sued as “Liberty Mutual  
 12 Insurance” and as corrected by Plaintiff’s Amendment to  
 Complaint filed 9/13/2017)  
 13

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

17 MIKA FLEMING, an individual,  
 18 Plaintiff,  
 19 v.  
 20 LIBERTY MUTUAL INSURANCE, a  
 Massachusetts Corporation; and DOES  
 21 1 through 50, inclusive,  
 22 Defendants.

Case No. 2:17-cv-06971 DSF (RAOx)  
**DISCOVERY MATTER**  
**STIPULATED PROTECTIVE  
 ORDER<sup>1</sup>**

23  
 24  
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 26  
 27 <sup>1</sup> This Stipulated Protective Order is substantially based on the model protective  
 28 order provided under Magistrate Judge Rozella A. Oliver’s Procedures.

1 Plaintiff Mika Fleming and defendant Liberty Mutual Fire Insurance  
2 Company, by and through their respective attorneys of record, hereby enter into this  
3 stipulation and respectfully request this Court's entry of the following Protective  
4 Order, pursuant to Rules 26(c) and 29(b) of the Federal Rules of Civil Procedure,  
5 and Local Rule 7-1:

6  
7 **I. A. PURPOSES AND LIMITATIONS**

8 Discovery in this action is likely to involve production of confidential,  
9 proprietary and/or private information for which special protection from public  
10 disclosure and from use for any purpose other than this litigation may be warranted.  
11 Accordingly, the parties hereby stipulate to and petition the Court to enter the  
12 following Stipulated Protective Order. The parties acknowledge that this Order does  
13 not confer blanket protections on all disclosures or responses to discovery and that  
14 the protection it affords from public disclosure and use extends only to the limited  
15 information or items that are entitled to confidential treatment under the applicable  
16 legal principles.

17  
18 **B. GOOD CAUSE STATEMENT**

19 This action involves an underlying insurance claim and personal injury  
20 lawsuit against Liberty Mutual's insureds arising from a car accident. Plaintiff Mika  
21 Fleming now asserts breach of contract and insurance bad faith claims against  
22 Liberty Mutual as an assignee of one of those insureds.

23 Thus, this action will involve commercial, financial and/or proprietary  
24 information, personal and confidential information of Liberty Mutual's insureds and  
25 other third-parties pertaining to the accident and personal injury lawsuit, and  
26 personal medical and health information, for which special protection from public  
27 disclosure and from use for any purpose other than this action is warranted. Such  
28 confidential and proprietary materials and information may consist of, among other

1 things, (i) confidential business or financial information, (ii) confidential business  
2 practices, (iii) confidential underwriting information including, without limitation,  
3 personal identifying information of Liberty Mutual's insureds, (iv) information  
4 about personal, private insurance claims, medical and emotional health, and (v)  
5 information otherwise generally unavailable to the public, or which may be  
6 privileged or otherwise protected from disclosure under state or federal statutes,  
7 court rules, case decisions, or common law, including, without limitation, Insurance  
8 Code sections 791, *et seq.* -- California's Insurance Information and Privacy  
9 Protection Act.

10 By way of example, Plaintiff has asked Liberty Mutual to produce  
11 underwriting documents pertaining to the subject personal auto liability policy  
12 issued to its insureds and Liberty Mutual's claim file pertaining to the subject car  
13 accident and personal injury lawsuit. Those materials contain personal identifying  
14 and medical information of Liberty Mutual's insureds, and they also contain  
15 confidential business information about Liberty Mutual's premium pricing models  
16 and calculations. Plaintiff may also propound other written discovery and/or seek  
17 deposition testimony relating to information in these documents. Absent a  
18 Protective Order barring public dissemination of this information: (i) Liberty  
19 Mutual risks serious competitive disadvantage, as competitors could access its  
20 pricing models and other proprietary business information to lure away current and  
21 potential customers; and (ii) Liberty Mutual's insureds and other third-parties also  
22 risk disclosure of personal identifying or other confidential, personal information.

23 Accordingly, to expedite the flow of information, to facilitate the prompt  
24 resolution of disputes over confidentiality of discovery materials, to adequately  
25 protect information the parties are entitled to keep confidential, to ensure that the  
26 parties are permitted reasonable necessary uses of such material in preparation for  
27 and in the conduct of trial, to address their handling at the end of litigation, and to  
28 serve the ends of justice, a Protective Order for such information is justified in this

1 matter. It is the intent of the parties that information will not be designated as  
2 confidential for tactical reasons and that nothing be so designated without a good  
3 faith belief that it has been maintained in a confidential, non-public manner, and  
4 there is good cause why it should not be part of the public record of this case.

5  
6 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER**  
7 **SEAL**

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

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

26 Further, if a party requests sealing related to a dispositive motion or trial, then  
27 compelling reasons, not only good cause, for the sealing must be shown, and the  
28 relief sought shall be narrowly tailored to serve the specific interest to be protected.

1 *See Pintos v. Pacific Creditors Ass’n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For  
2 each item or type of information, document, or thing sought to be filed or introduced  
3 under seal in connection with a dispositive motion or trial, the party seeking  
4 protection must articulate compelling reasons, supported by specific facts and legal  
5 justification, for the requested sealing order. Again, competent evidence supporting  
6 the application to file documents under seal must be provided by declaration.

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

13  
14 **2. DEFINITIONS**

15 2.1 Action: This pending federal lawsuit.

16 2.2 Challenging Party: a Party or Non-Party that challenges the  
17 designation of information or items under this Order.

18 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
19 how it is generated, stored or maintained) or tangible things that qualify for  
20 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
21 the Good Cause Statement.

22 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
23 their support staff).

24 2.5 Designating Party: a Party or Non-Party that designates information  
25 or items that it produces in disclosures or in responses to discovery as  
26 “CONFIDENTIAL.”

27 2.6 Disclosure or Discovery Material: all items or information,  
28 regardless of the medium or manner in which it is generated, stored, or maintained

1 (including, among other things, testimony, transcripts, and tangible things), that are  
2 produced or generated in disclosures or responses to discovery in this matter.

3       2.7     Expert: a person with specialized knowledge or experience in a  
4 matter pertinent to the litigation who has been retained by a Party or its counsel to  
5 serve as an expert witness or as a consultant in this Action.

6       2.8     House Counsel: attorneys who are employees of a party to this  
7 Action. House Counsel does not include Outside Counsel of Record or any other  
8 outside counsel.

9       2.9     Non-Party: any natural person, partnership, corporation, association  
10 or other legal entity not named as a Party to this action.

11       2.10    Outside Counsel of Record: attorneys who are not employees of a  
12 party to this Action but are retained to represent or advise a party to this Action and  
13 have appeared in this Action on behalf of that party or are affiliated with a law firm  
14 that has appeared on behalf of that party, and includes support staff.

15       2.11    Party: any party to this Action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and their  
17 support staffs).

18       2.12    Producing Party: a Party or Non-Party that produces Disclosure or  
19 Discovery Material in this Action.

20       2.13    Professional Vendors: persons or entities that provide litigation  
21 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
23 and their employees and subcontractors.

24       2.14    Protected Material: any Disclosure or Discovery Material that is  
25 designated as “CONFIDENTIAL.”

26       2.15    Receiving Party: a Party that receives Disclosure or Discovery  
27 Material from a Producing Party.

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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  
10 **4. DURATION**

11 Once a case proceeds to trial, information that was designated as  
12 CONFIDENTIAL or maintained pursuant to this protective order used or introduced  
13 as an exhibit at trial becomes public and will be presumptively available to all  
14 members of the public, including the press, unless compelling reasons supported by  
15 specific factual findings to proceed otherwise are made to the trial judge in advance  
16 of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”  
17 showing for sealing documents produced in discovery from “compelling reasons”  
18 standard when merits-related documents are part of court record). Accordingly, the  
19 terms of this protective order do not extend beyond the commencement of the trial.

20  
21 **5. DESIGNATING PROTECTED MATERIAL**

22 5.1 Exercise of Restraint and Care in Designating Material for Protection.

23 Each Party or Non-Party that designates information or items for protection under  
24 this Order must take care to limit any such designation to specific material that  
25 qualifies under the appropriate standards. The Designating Party must designate for  
26 protection only those parts of material, documents, items or oral or written  
27 communications that qualify so that other portions of the material, documents, items

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1 or communications for which protection is not warranted are not swept unjustifiably  
2 within the ambit of this Order.

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

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

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

16 Designation in conformity with this Order requires:

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

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

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

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

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

17 5.2 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
18 failure to designate qualified information or items does not, standing alone, waive  
19 the Designating Party’s right to secure protection under this Order for such material.  
20 Upon timely correction of a designation, the Receiving Party must make reasonable  
21 efforts to assure that the material is treated in accordance with the provisions of this  
22 Order.

## 23

## 24 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
26 designation of confidentiality at any time that is consistent with the Court’s  
27 Scheduling Order.

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1           6.2       Meet and Confer. The Challenging Party shall initiate the dispute  
2 resolution process under Local Rule 37.1, *et seq.*

3           6.3       The burden of persuasion in any such challenge proceeding shall be  
4 on the Designating Party. Frivolous challenges, and those made for an improper  
5 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
6 parties) may expose the Challenging Party to sanctions. Unless the Designating  
7 Party has waived or withdrawn the confidentiality designation, all parties shall  
8 continue to afford the material in question the level of protection to which it is  
9 entitled under the Producing Party’s designation until the Court rules on the  
10 challenge.

11  
12 **7.       ACCESS TO AND USE OF PROTECTED MATERIAL**

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

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

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

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

1 to disclose the information for this Action;

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

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

7 (d) the court and its personnel;

8 (e) court reporters and their staff;

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

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

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

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

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1     **8.     PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
2                   **PRODUCED IN OTHER LITIGATION**

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

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

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

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

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

22  
23     **9.     A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
24                   **PRODUCED IN THIS LITIGATION**

25            (a) The terms of this Order are applicable to information produced by a  
26 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
27 produced by Non-Parties in connection with this litigation is protected by the  
28 remedies and relief provided by this Order. Nothing in these provisions should be

1 construed as prohibiting a Non-Party from seeking additional protections.

2 (b) In the event that a Party is required, by a valid discovery request, to  
3 produce a Non-Party's confidential information in its possession, and the Party is  
4 subject to an agreement with the Non-Party not to produce the Non-Party's  
5 confidential information, then the Party shall:

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

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

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

14 (c) If the Non-Party fails to seek a protective order from this court within  
15 14 days of receiving the notice and accompanying information, the Receiving Party  
16 may produce the Non-Party's confidential information responsive to the discovery  
17 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
18 not produce any information in its possession or control that is subject to the  
19 confidentiality agreement with the Non-Party before a determination by the court.  
20 Absent a court order to the contrary, the Non-Party shall bear the burden and  
21 expense of seeking protection in this court of its Protected Material.

22  
23 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

1 persons to whom unauthorized disclosures were made of all the terms of this Order,  
2 and (d) request such person or persons to execute the “Acknowledgment and  
3 Agreement to Be Bound” that is attached hereto as Exhibit A.

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

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

17  
18 **12. MISCELLANEOUS**

19 12.1 Right to Further Relief. Nothing in this Order abridges the right of  
20 any person to seek its modification by the Court in the future.

21 12.2 Right to Assert Objections. By stipulating to the entry of this  
22 Protective Order, no Party waives any right it otherwise would have to object to  
23 disclosing or producing any information or item on any ground. Similarly, no Party  
24 waives any right to object on any ground to use in evidence of any of the material  
25 covered by this Protective Order.

26 12.3 Filing Protected Material. A Party that seeks to file under seal any  
27 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
28 may only be filed under seal pursuant to a court order authorizing the sealing of the

1 specific Protected Material at issue. If a Party’s request to file Protected Material  
2 under seal is denied by the court, then the Receiving Party may file the information  
3 in the public record unless otherwise instructed by the court.

4       12.4     A Receiving Party who seeks to file Protected Material without  
5 seeking to do so under seal shall provide reasonable notice before doing so to the  
6 Producing Party, so that the Producing Party has a reasonable opportunity to comply  
7 with Local Civil Rule 79-5 in seeking to seal the Protected Material.

8  
9 **13.   FINAL DISPOSITION**

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

1 Notwithstanding the foregoing, nothing in the Protective Order disallows  
2 Liberty Mutual's maintenance of information and documents in its claim system;  
3 documents maintained pursuant to the privacy requirements of the California  
4 Department of Insurance and other applicable state and federal laws; the records  
5 retention requirements of the California Department of Insurance, and other  
6 applicable state and federal laws; or the records retention practices of Liberty  
7 Mutual. Further, nothing in the Protective Order disallows reporting of information  
8 by Liberty Mutual as permitted and/or required by applicable state and federal laws.  
9 Nothing in this Protective Order shall prohibit, restrict, or require any authorization  
10 for Liberty Mutual's retention, use or disclosure of Protected Material by any party  
11 as authorized or required by federal or state law or regulation, or court order or rule.  
12

13 **14. VIOLATION**

14 Any violation of this Order may be punished by appropriate measures  
15 including, without limitation, contempt proceedings and/or monetary sanctions.  
16

17 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

18  
19 Dated: February 7, 2018 SHERNOFF BIDART ECHEVERRIA LLP

20  
21 By /s/ Kristin Hobbs [as authorized on 2/6/2018]  
22 RICARDO ECHEVERRIA  
23 KRISTIN HOBBS  
24 Attorneys for Plaintiff  
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**EXHIBIT A**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

MIKA FLEMING, an individual,  
  
Plaintiff,  
  
v.  
  
LIBERTY MUTUAL INSURANCE, a  
Massachusetts Corporation; and DOES  
1 through 50, inclusive,  
  
Defendants.

Case No. 2:17-cv-06971 DSF (RAOx)

**ACKNOWLEDGMENT OF  
NONDISCLOSURE UNDER  
PROTECTIVE ORDER**

I, \_\_\_\_\_ (name), acknowledge that I have received and read a copy of  
the Stipulated Protective Order entered in the action presently pending in the United  
States District Court for the Central District of California, entitled *Mika Fleming v.  
Liberty Mutual Insurance, et al.*, Case No. 2:17-cv-06971 DSF (RAOx). I agree to  
comply with and be bound by this Stipulated Protective Order, and I hereby submit  
to the jurisdiction of the United States District Court for the Central District of  
California with respect to any action arising out of any claim of violation of the  
Stipulated Protective Order.

DATED: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_