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NOTE: CHANGES MADE BY THE COURT

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**UNITED STATES DISTRICT COURT**  
**FOR THE CENTRAL DISTRICT OF CALIFORNIA**

15	MITCHELL R. PINDUS and POLINA )	
16	K. PINDUS, )	CASE NO.: 2:17-cv-08185-PSG-JPR
17	Plaintiffs, )	
18	v. )	<b>STIPULATED PROTECTIVE</b>
19	SAFECO INSURANCE COMPANY )	<b>ORDER</b>
20	OF ILLINOIS, and DOES 1 through 10,) )	Complaint Filed: September 28, 2017
21	Inclusive, )	Removal Filed: November 9, 2017
22	Defendants. )	

23  
24 Plaintiffs MITCHELL R. PINDUS and POLINA K. PINDUS (“Plaintiffs”)  
25 and Defendant SAFECO INSURANCE COMPANY OF ILLINOIS (“Defendant”)  
26 (Plaintiffs and Defendant are collectively referred to as the “Parties”) agree to be  
27 bound by, and agree to instruct their representatives to abide by, the terms of the  
28 following protective order, and hereby stipulate to and petition the Court to enter

1 the following stipulated protective order (hereafter “Stipulated Protective Order” or  
2 “Order”)

3 **1. STIPULATED PROTECTIVE ORDER**

4 **A. PURPOSES AND LIMITATIONS**

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

18 **B. GOOD CAUSE STATEMENT**

19 This action is likely to involve trade secrets, actuarial analysis, customer and  
20 pricing lists and other valuable research, development, commercial, financial,  
21 technical and/or proprietary information for which the parties believe special  
22 protection from public disclosure and from use for any purpose other than  
23 prosecution of this action is warranted. Such confidential and proprietary materials  
24 and information consist of, among other things, confidential business or financial  
25 information, information regarding confidential business practices, or other  
26 confidential research, development, or commercial information (including  
27 information implicating privacy rights of third parties), information otherwise  
28 generally unavailable to the public, or which may be privileged or otherwise

1 protected from disclosure under state or federal statutes, court rules, case decisions,  
2 or common law. Accordingly, to expedite the flow of information, to facilitate the  
3 prompt resolution of disputes over confidentiality of discovery materials, to  
4 adequately protect information the parties are entitled to keep confidential, to  
5 ensure that the parties are permitted reasonable necessary uses of such material in  
6 preparation for and in the conduct of trial, to address their handling at the end of  
7 the litigation, and serve the ends of justice, a protective order for such information  
8 is justified in this matter. It is the intent of the parties that information will not be  
9 designated as confidential for tactical reasons and that nothing be so designated  
10 without a good faith belief that it has been maintained in a confidential, non-public  
11 manner, and there is good cause why it should not be part of the public record of  
12 this case.

## 13 **2. DEFINITIONS**

14 2.1 Action: *Mitchell R. Pindus and Polina K. Pindus v. Safeco Insurance*  
15 *Company of Illinois*, Case No. 2:17-cv-08185-PSG-JPR.

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, regardless  
28 of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced  
2 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 which 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 **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,  
14 with 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  
17 time 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  
21 under this Order must take care to limit any such designation to specific material  
22 that qualifies under the appropriate standards. The Designating Party must  
23 designate for protection only those parts of material, documents, items, or oral or  
24 written communications that qualify so that other portions of the material,  
25 documents, items, or communications for which protection is not warranted are not  
26 swept unjustifiably within the ambit of this Order.

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

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

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

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

13 Designation in conformity with this Order requires:

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

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

1 the “CONFIDENTIAL legend” to each page that contains Protected Material. If  
2 only a portion or portions of the material on a page qualifies for protection, the  
3 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
4 appropriate markings in the margins).

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

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

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

## 20 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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

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

26 6.3 The burden of persuasion in any such challenge proceeding shall be  
27 on the Designating Party. Frivolous challenges, and those made for an improper  
28 purpose (e.g., to harass or impose unnecessary expenses and burdens on other

1 parties) may expose the Challenging Party to sanctions. Unless the Designating  
2 Party has waived or withdrawn the confidentiality designation, all parties shall  
3 continue to afford the material in question the level of protection to which it is  
4 entitled under the Producing Party's designation until the Court rules on the  
5 challenge.

## 6 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

7 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
8 disclosed or produced by another Party or by a Non-Party in connection with this  
9 Action only for prosecuting, defending, or attempting to settle this Action. Such  
10 Protected Material may be disclosed only to the categories of persons and under the  
11 conditions described in this Order. When the Action has been terminated, a  
12 Receiving Party must comply with the provisions of section 13 below (FINAL  
13 DISPOSITION).

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

17 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
18 otherwise ordered by the court or permitted in writing by the Designating Party, a  
19 Receiving Party may disclose any information or item designated  
20 "CONFIDENTIAL" only to:

21 (a) the Receiving Party's Outside Counsel of Record in this Action, as  
22 well as employees of said Outside Counsel of Record to whom it is reasonably  
23 necessary to disclose the information for this Action;

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

26 (c) Experts (as defined in this Order) of the Receiving Party to whom  
27 disclosure is reasonably necessary for this Action and who have signed the  
28 "Acknowledgment and Agreement to Be Bound" (Exhibit A);



1 (d) the court and its personnel;  
2 (e) court reporters and their staff;  
3 (f) professional jury or trial consultants, mock jurors, and Professional  
4 Vendors to whom disclosure is reasonably necessary for this Action and who have  
5 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

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

17 (i) any mediator or settlement officer, and their supporting personnel,  
18 mutually agreed upon by any of the parties engaged in settlement discussions or  
19 appointed by the court.

20 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
21 **PRODUCED IN OTHER LITIGATION**

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

25 b) promptly notify in writing the Designating Party. Such notification  
26 shall include a copy of the subpoena or court order unless prohibited by law;

27 c) promptly notify in writing the party who caused the subpoena or order  
28 to issue in the other litigation that some or all of the material covered by the

1 subpoena or order is subject to this Protective Order. Such notification shall  
2 include a copy of this Stipulated Protective Order; and

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4 d) cooperate with respect to all reasonable procedures sought to be  
5 pursued by the Designating Party whose Protected Material may be affected.

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

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

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

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

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

28 (2) promptly provide the Non-Party with a copy of the Stipulated

1 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
2 specific description of the information requested; and

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

6 (c) If the Non-Party fails to seek a protective order from this court within  
7 14 days of receiving the notice and accompanying information, the Receiving Party  
8 may produce the Non-Party's confidential information responsive to the discovery  
9 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
10 not produce any information in its possession or control that is subject to the  
11 confidentiality agreement with the Non-Party before a determination by the court.  
12 Absent a court order to the contrary, the Non-Party shall bear the burden and  
13 expense of seeking protection in this court of its Protected Material.

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

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

24 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
25 **OTHERWISE PROTECTED MATERIAL**

26 When a Producing Party gives notice to Receiving Parties that certain  
27 inadvertently produced material is subject to a claim of privilege or other  
28 protection, the obligations of the Receiving Parties are those set forth in Federal

1 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
2 whatever procedure may be established in an e-discovery order that provides for  
3 production without prior privilege review. Pursuant to Federal Rule of Evidence  
4 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
5 of a communication or information covered by the attorney-client privilege or work  
6 product protection, the parties may incorporate their agreement in the stipulated  
7 protective order submitted to the court if the court so allows.

## 8 **12. MISCELLANEOUS**

9 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
10 person to seek its modification by the Court in the future.

11 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
12 Protective Order no Party waives any right it otherwise would have to object to  
13 disclosing or producing any information or item on any ground not addressed in  
14 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
15 any ground to use in evidence of any of the material covered by this Protective  
16 Order.

17 12.3 Filing Protected Material. A Party that seeks to file under seal any  
18 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
19 may only be filed under seal pursuant to a court order authorizing the sealing of the  
20 specific Protected Material at issue. If a Party's request to file Protected Material  
21 under seal is denied by the court, then the Receiving Party may file the information  
22 in the public record unless otherwise instructed by the court.

## 23 **13. FINAL DISPOSITION**

24 After the final disposition of this Action, as defined in paragraph 4, within  
25 60 days of a written request by the Designating Party, each Receiving Party must  
26 return all Protected Material to the Producing Party or destroy such material. As  
27 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
28 compilations, summaries, and any other format reproducing or capturing any of the

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

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

9  
10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

11 **LAW OFFICES OF RICHARD T.  
12 MILLER**

13  
14 Dated: April 16, 2018

By: /s/ Richard T. Miller

15 Richard T. Miller, Esq.  
16 Attorneys for Plaintiffs  
17 RAYMOND BAYSTER AND SYLVIA  
18 BAYSTER

19 **BROWN LAW GROUP**

20  
21  
22 Dated: April 16, 2018

By: /s/ Cody J. Cocanig

23 Janice P. Brown, Esq.  
24 Cody J. Cocanig, Esq.  
25 Attorneys for Defendant  
26 LIBERTY INSURANCE  
27 CORPORATION

28 PURSUANT TO STIPULATION AND GOOD CAUSE SHOWN, IT IS SO  
ORDERED.

1 DATED: April 25, 2018

*Jean Rosenbluth*

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Hon. Jean P. Rosenbluth  
United States Magistrate Judge

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address],  
5 declare under penalty of perjury that I have read in its entirety and understand the  
6 Stipulated Protective Order that was issued by the United States District Court for  
7 the Central District of California on \_\_\_\_\_ [date]  
8 in the case of *Mitchell R. Pindus and Polina K. Pindus v. Safeco Insurance*  
9 *Company of Illinois*, Case No. 2:17-cv-08185-PSG-JPR, pending in the U.S.  
10 District Court for the Central District of California. I agree to comply with and to  
11 be bound by all the terms of this Stipulated Protective Order and I understand and  
12 acknowledge that failure to so comply could expose me to sanctions and  
13 punishment in the nature of contempt. I solemnly promise that I will not disclose  
14 in any manner any information or item that is subject to this Stipulated Protective  
15 Order to any person or entity except in strict compliance with the provisions of this  
16 Order.

17 I further agree to submit to the jurisdiction of the United States District  
18 Court for the Central District of California for the purpose of enforcing the terms  
19 of this Stipulated Protective Order, even if such enforcement proceedings occur  
20 after termination of this action. I hereby appoint \_\_\_\_\_  
21 [print or type full name] of \_\_\_\_\_  
22 [print or type full address and telephone number] as my California agent for service  
23 of process in connection with this action or any proceedings related to enforcement  
24 of this Stipulated Protective Order.

25 Date: \_\_\_\_\_

26 City and State where sworn and signed: \_\_\_\_\_

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

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