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 12 New York Life Insurance Company

13  
 14 UNITED STATES DISTRICT COURT  
 15 CENTRAL DISTRICT OF CALIFORNIA

17 VALENTINA PETROVA,  
 18 Plaintiff,  
 19 v.  
 20 NEW YORK LIFE INSURANCE  
 COMPANY and DOES 1 through 10,  
 21 Defendants.

Case No. 2:17-cv-08803-GW (MRWx)

**STIPULATED PROTECTIVE  
 ORDER**

22  
 23 1. INTRODUCTION

24 1.1 PURPOSES AND LIMITATIONS

25 Discovery in this action is likely to involve production of confidential,  
 26 proprietary, or private information for which special protection from public  
 27 disclosure and from use for any purpose other than prosecuting this litigation may  
 28 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to

1 enter the following Stipulated Protective Order. The parties acknowledge that this  
2 Order does not confer blanket protections on all disclosures or responses to  
3 discovery and that the protection it affords from public disclosure and use extends  
4 only to the limited information or items that are entitled to confidential treatment  
5 under the applicable legal principles. The parties further acknowledge, as set forth  
6 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
7 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
8 procedures that must be followed and the standards that will be applied when a  
9 party seeks permission from the court to file material under seal.

10 1.2 GOOD CAUSE STATEMENT

11 Disclosure and discovery activity in this action are likely to involve  
12 production of confidential, proprietary, or private information for which special  
13 protection from public disclosure and from use for any purpose other than  
14 prosecuting this litigation may be warranted. It is expected that the discovery will  
15 include Plaintiff's medical and financial information and may include confidential  
16 and proprietary information from Defendant. Accordingly, the parties hereby  
17 stipulate to and petition the court to enter the following Stipulated Protective Order.  
18 The parties acknowledge that this Order does not confer blanket protections on all  
19 disclosures or responses to discovery and that the protection it affords from public  
20 disclosure and use extends only to the limited information or items that are entitled  
21 to confidential treatment under the applicable legal principles.

22  
23 2. DEFINITIONS

24 2.1 Action: *Valentina Petrova v. New York Life Insurance Company and*  
25 *DOES 1 through 10; Case No. 2:17-cv-08803-GW (MRWx)*

26 2.2 Challenging Party: a Party or Non-Party that challenges the  
27 designation of information or items under this Order.

28 ///

1           2.3   “CONFIDENTIAL” Information or Items: information (regardless of  
2 how it is generated, stored or maintained) or tangible things that qualify for  
3 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
4 the Good Cause Statement.

5           2.4   Counsel: Outside Counsel of Record and House Counsel (as well as  
6 their support staff).

7           2.5   Designating Party: a Party or Non-Party that designates information or  
8 items that it produces in disclosures or in responses to discovery as  
9 “CONFIDENTIAL.”

10          2.6   Disclosure or Discovery Material: all items or information, regardless  
11 of the medium or manner in which it is generated, stored, or maintained (including,  
12 among other things, testimony, transcripts, and tangible things), that are produced  
13 or generated in disclosures or responses to discovery in this matter.

14          2.7   Expert: a person with specialized knowledge or experience in a matter  
15 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
16 an expert witness or as a consultant in this Action.

17          2.8   House Counsel: attorneys who are employees of a party to this Action.  
18 House Counsel does not include Outside Counsel of Record or any other outside  
19 counsel.

20          2.9   Non-Party: any natural person, partnership, corporation, association, or  
21 other legal entity not named as a Party to this action.

22          2.10   Outside Counsel of Record: attorneys who are not employees of a  
23 party to this Action but are retained to represent or advise a party to this Action and  
24 have appeared in this Action on behalf of that party or are affiliated with a law firm  
25 which has appeared on behalf of that party, and includes support staff.

26          2.11   Party: any party to this Action, including all of its officers, directors,  
27 employees, consultants, retained experts, and Outside Counsel of Record (and their  
28 support staffs).

1           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
2 Discovery Material in this Action.

3           2.13 Professional Vendors: persons or entities that provide litigation  
4 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
5 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
6 and their employees and subcontractors.

7           2.14 Protected Material: any Disclosure or Discovery Material that is  
8 designated as “CONFIDENTIAL.”

9           2.15 Receiving Party: a Party that receives Disclosure or Discovery  
10 Material from a Producing Party.

11  
12 3.    SCOPE

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

18           Any use of Protected Material at trial will be governed by the orders of the  
19 trial judge. This Order does not govern the use of Protected Material at trial.

20  
21 4.    DURATION

22           Even after final disposition of this litigation, the confidentiality obligations  
23 imposed by this Order will remain in effect until a Designating Party agrees  
24 otherwise in writing or a court order otherwise directs. Final disposition will be  
25 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
26 with or without prejudice; and (2) final judgment herein after the completion and  
27 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
28 including the time limits for filing any motions or applications for extension of time

1 pursuant to applicable law.

2  
3 5. DESIGNATING PROTECTED MATERIAL

4 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

20 5.2 Manner and Timing of Designations. Except as otherwise provided in  
21 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
22 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
23 under this Order must be clearly so designated before the material is disclosed or  
24 produced.

25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (e.g., paper or electronic  
27 documents, but excluding transcripts of depositions or other pretrial or trial  
28 proceedings), that the Producing Party affix at a minimum, the legend

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

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

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

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

26 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
27 failure to designate qualified information or items does not, standing alone, waive  
28 the Designating Party’s right to secure protection under this Order for such

1 material. Upon timely correction of a designation, the Receiving Party must make  
2 reasonable efforts to assure that the material is treated in accordance with the  
3 provisions of this Order.

## 4 5 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
7 designation of confidentiality at any time that is consistent with the Court's  
8 Scheduling Order.

9 6.2 Meet and Confer. The Challenging Party will initiate the dispute  
10 resolution process (and, if necessary, file a discovery motion) under Local Rule  
11 37.1 et seq.

12 6.3 The burden of persuasion in any such challenge proceeding will be on  
13 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 will  
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 21 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

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

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

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

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

16 (d) the Court and its personnel;

17 (e) court reporters and their staff;

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

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

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



1 deposition testimony or exhibits to depositions that reveal Protected Material may  
2 be separately bound by the court reporter and may not be disclosed to anyone  
3 except as permitted under this Stipulated Protective Order; and

4 (i) any mediator or settlement officer, and their supporting personnel,  
5 mutually agreed upon by any of the parties engaged in settlement discussions.  
6

7 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
8 IN OTHER LITIGATION

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

12 (a) promptly notify in writing the Designating Party. Such notification  
13 will include a copy of the subpoena or court order;

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

18 (c) cooperate with respect to all reasonable procedures sought to be  
19 pursued by the Designating Party whose Protected Material may be affected. If the  
20 Designating Party timely seeks a protective order, the Party served with the  
21 subpoena or court order will not produce any information designated in this action  
22 as “CONFIDENTIAL” before a determination by the court from which the  
23 subpoena or order issued, unless the Party has obtained the Designating Party’s  
24 permission. The Designating Party will bear the burden and expense of seeking  
25 protection in that court of its confidential material and nothing in these provisions  
26 should be construed as authorizing or encouraging a Receiving Party in this Action  
27 to disobey a lawful directive from another court.

28 ///

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

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

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

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

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

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

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

28 ///

1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

11 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
12 PROTECTED MATERIAL

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

24 12. MISCELLANEOUS

25 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
26 person to seek its modification by the Court in the future.

27 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
28 Protective Order no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in  
2 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
3 any ground to use in evidence of any of the material covered by this Protective  
4 Order.

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

11  
12 13. FINAL DISPOSITION

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

1 copies that contain or constitute Protected Material remain subject to this Protective  
2 Order as set forth in Section 4 (DURATION).

3  
4 14. Any willful violation of this Order may be punished by civil or criminal  
5 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary  
6 authorities, or other appropriate action at the discretion of the Court.

7  
8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

9  
10 DATED: June 12, 2018

DONAHUE & HORROW, LLP  
MICHAEL B. HORROW

11  
12 By: */s/ Michael B. Horrow*  
(as authorized on 5/31/18)

13 MICHAEL B. HORROW  
Attorneys for Plaintiff Valentina Petrova

14  
15 DATED: June 12, 2018

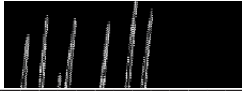
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DANIEL W. MAGUIRE  
EDITH S. SHEA  
KAREN T. TSUI

16  
17 By: */s/ Edith S. Shea*

18 Edith S. Shea  
Attorneys for Defendant New York Life  
19 Insurance Company

20 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

21  
22 DATED: June 12, 2018



23 HON. MICHAEL R. WILNER  
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [full name], of \_\_\_\_\_  
4 [full address], declare under penalty of perjury that I have read in its entirety and  
5 understand the Stipulated Protective Order that was issued by the United States  
6 District Court for the Central District of California on [date] in the case of  
7 *Valentina Petrova v. New York Life Insurance Company and DOES 1 through 10*;  
8 Case No. 2:17-cv-08803-GW (MRWx). I agree to comply with and to be bound  
9 by all the terms of this Stipulated Protective Order and I understand and  
10 acknowledge that failure to so comply could expose me to sanctions and  
11 punishment in the nature of contempt. I solemnly promise that I will not disclose in  
12 any manner any information or item that is subject to this Stipulated Protective  
13 Order to any person or entity except in strict compliance with the provisions of this  
14 Order.

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

24 Date: \_\_\_\_\_

25 City and State where signed: \_\_\_\_\_

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

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

28