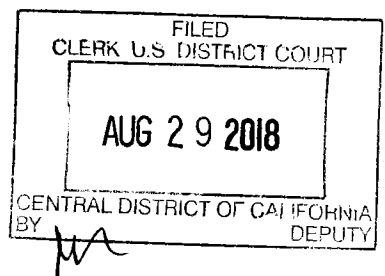


1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



**UNITED STATE DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

EDAN SHEKLOW, an individual; ANNA SHEKLOW, an individual;  
  
Plaintiffs,  
  
vs.  
  
STATE FARM FIRE AND CASUALTY COMPANY, an Illinois Corporation; and DOES 1 through 50, inclusive,  
  
Defendants.

Case No. 2:18-cv-3860 GW (SSx)  
  
Matter Assigned to Honorable Judge George H. Wu and Magistrate Judge Suzanne H. Segal  
  
**Discovery Document: Referred To Magistrate Judge Suzanne H. Segal**  
  
~~PROPOSED~~ PROTECTIVE ORDER GOVERNING CONFIDENTIAL INFORMATION

Having reviewed the Joint Stipulation for Protective Order entered into between plaintiffs, Edan Sheklow (collectively, "plaintiffs"), and defendant, State Farm Fire and Casualty Company ("defendant") in the above-caption litigation pending before this Court (the "Litigation"), this Court issues the following Protective Order Governing Confidential Information:

**1. PURPOSE AND LIMITATIONS**

1.1 Purpose: Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than

1 prosecuting this litigation may be warranted. Plaintiffs Edan Sheklow and Anna  
2 Sheklow (“Plaintiffs”) and Defendant State Farm Fire and Casualty Company (“State  
3 Farm”) (collectively the “Parties”), recognizing that both Plaintiffs and Defendant  
4 may have materials containing confidential business or financial information, trade  
5 secret and proprietary information, information regarding confidential business  
6 practices, tax records, business records, or other confidential research, development,  
7 or commercial information (including information implicating privacy rights of third  
8 parties), have agreed to the terms of the Protective Order (“Order”) as set forth below.  
9 The purpose of this Order is to protect the confidentiality of such materials as much as  
10 practical during the litigation.

11 Accordingly, the following Protective Order is hereby stipulated to. This Order  
12 does not confer blanket protections on all disclosures or responses to discovery and  
13 that the protection it affords from public disclosure and use extends only to the limited  
14 information or items that are entitled to confidential treatment under the applicable  
15 legal principles. Furthermore, as set forth in Section 12.4 below, this Protective Order  
16 does not entitle anyone to file confidential information under seal; Civil Local Rule  
17 79-5 sets forth the procedures that must be followed and the standards that will be  
18 applied when a Party or Non-Party seeks permission from the Court to file material  
19 under seal.

20 1.2 Good Cause Statement: The Parties submit that protection should be  
21 addressed by a Court Order because of the nature of the claims and documents at issue  
22 in this case. Plaintiffs allege they are being pursued by Homesite Insurance Company  
23 (“Homesite”) for damage caused to a third party condominium as a result of a water  
24 loss that occurred on or around March 22, 2017 that originated in Plaintiffs’  
25 condominium. Plaintiffs further allege that Homesite has demanded payment for the  
26 damage to the third party condominium (“Demand”), and that the Demand is covered  
27 under Condominium Unit Owner’s Policy No. 02-BAV702-8, which was in effect  
28 from January 18, 2017 to January 18, 2018 (the “Policy”). Discovery in this case will

1 involve the production of trade secret and proprietary materials, confidential  
 2 documents such as tax records, business records, confidential business or financial  
 3 information, information regarding confidential business practices, or other  
 4 confidential research, development, or commercial information (including information  
 5 implicating privacy rights of third parties), information otherwise generally  
 6 unavailable to the public, or which may be privileged or otherwise protected from  
 7 disclosure under state or federal statutes, court rules, case decisions, or common law.

8 Accordingly, to expedite the flow of information, to facilitate the prompt  
 9 resolution of disputes over confidentiality of discovery materials, to adequately  
 10 protect information that is entitled to confidentiality, to ensure that the parties are  
 11 permitted reasonable necessary uses of such material in preparation for and in the  
 12 conduct of trial, to address their handling at the end of the litigation, and serve the  
 13 ends of justice, a protective order for such information is justified in this matter.

14 Information will not be designated as confidential for tactical reasons and nothing will  
 15 be designated confidential without a good faith belief that it has been maintained in a  
 16 confidential, non-public manner.

17 **2. DEFINITIONS**

18 2.1 Demand: Homesite’s demand for payment to Plaintiffs for the damage to  
 19 a third party condominium.

20 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
 21 of information or items under this Order.

22 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
 23 how it is generated, stored or maintained) or tangible things that qualify for protection  
 24 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
 25 Cause Statement. As a general guideline, “CONFIDENTIAL” information is material  
 26 that a party reasonably believes constitutes, contains, reflects or discloses confidential,  
 27 non-public information, research and analysis, development or commercial or  
 28 personal information, proprietary or trade secret information, Discovery Material

1 protected by the attorney-client and/or work product privileges, and/or other  
2 information for which a good faith claim of need of protection from disclosure can be  
3 made.

4 2.4 NO DOCUMENT IS CONFIDENTIAL IF IT:

5 (a) Was known to the receiving party without obligation of  
6 confidentiality prior to disclosure by the Producing Party, as evidenced  
7 by the receiving party's written records;

8 (b) Is subsequently disclosed to the receiving party by a third-party  
9 having no obligation of confidentiality to the Producing Party with  
10 respect to such information;

11 (c) Is independently developed by employee(s) of the receiving party  
12 who had no access to such information before such development; or

13 (d) Is published or becomes generally known to the public through  
14 means not constituting a breach of this Order or an obligation of  
15 confidentiality to the producing party.

16 (e) Is, information already in the possession of the Receiving Party  
17 shall not become Confidential Information merely because the Producing  
18 Party produces copies stamped Confidential Information.

19 2.5 Counsel (without qualifier): Outside Counsel of Record and In-House  
20 Counsel (as well as their support staff).

21 2.6 Designating Party: a Party or Non-Party that designates information or  
22 items that it produces in disclosures or in responses to discovery as  
23 "CONFIDENTIAL."

24 2.7 Disclosure or Discovery Material: all items or information, regardless of  
25 the medium or manner in which it is generated, stored, or maintained (including,  
26 among other things, testimony, transcripts, and tangible things), that are produced or  
27 generated in disclosures or responses to discovery in this matter.

28

1           2.8 Expert: a person with specialized knowledge or experience in a matter  
2 pertinent to the Parties' dispute who has been retained by a Party or its counsel to  
3 serve as an expert witness or as a consultant solely for the purpose of advising and  
4 assisting Outside Counsel of Record or giving expert testimony.

5           2.9 In-House Counsel: attorneys who are employees of a Party. In-House  
6 Counsel does not include Outside Counsel of Record or any other outside counsel.

7           2.10 Non-Party: any natural person, partnership, corporation, association, or  
8 other legal entity not named as a Party to this action.

9           2.11 Outside Counsel of Record: Outside litigation counsel of record, and  
10 their paralegals, secretaries, and other support staff.

11           2.12 Party: any party to this action, including all of its officers, directors,  
12 employees, consultants, retained experts, and Outside Counsel of Record (and their  
13 support staffs).

14           2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
15 Discovery Material in this action.

16           2.14 Professional Vendors: persons or entities that provide litigation support  
17 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
18 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
19 and their employees and subcontractors.

20           2.15 Protected Material: any Disclosure or Discovery Material that is  
21 designated as "CONFIDENTIAL."

22           2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
23 from a Producing Party.

24 **3. SCOPE**

25           The protections conferred by this Stipulation and Order cover not only  
26 Protected Material (as defined above), but also (1) any information copied or extracted  
27 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
28

1 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
2 or their Counsel that might reveal Protected Material.

3 Any use of Protected Material at trial shall be governed by a separate agreement  
4 or order. This Order does not govern the use of Protected Material at trial.

5 **4. DURATION**

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

14 **5. DESIGNATING PROTECTED MATERIAL**

15 5.1 Exercise of Restraint and Care in Designating Material for Protection:

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

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

28

1 If it comes to a Designating Party’s attention that information or items that it  
2 designated for protection do not qualify for protection at all or do not qualify for the  
3 level of protection initially asserted, that Designating Party must promptly notify all  
4 other Parties that it is withdrawing the mistaken designation.

5 5.2 Manner and Timing of Designations: Except as otherwise provided in  
6 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise  
7 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
8 under this Order must be clearly so designated before the material is disclosed or  
9 produced.

10 Designation in conformity with this Order requires:

11 (a) for information in documentary form (e.g., paper or electronic  
12 documents, but excluding transcripts of depositions or other pretrial or trial  
13 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” (in such a  
14 manner as will not interfere with the legibility thereof), on at least the first page of the  
15 document that contains protected material.

16 A Party or Non-Party that makes original documents or materials available for  
17 inspection need not designate them for protection until after the inspecting Party has  
18 indicated which material it would like copied and produced. During the inspection  
19 and before the designation, all of the material made available for inspection shall be  
20 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents  
21 it wants copied and produced, the Producing Party must determine which documents,  
22 or portions thereof, qualify for protection under this Order. Then, before producing  
23 the specified documents, the Producing Party must affix the appropriate legend  
24 (“CONFIDENTIAL”) (in such a manner as will not interfere with the legibility  
25 thereof), on at least the first page of the document that contains Protected Material.

26 (b) for testimony given in deposition or in other pretrial or trial proceedings,  
27 that the Designating Party will have 21 days after receipt of the deposition transcript  
28 to inform the other Party or Parties to the action of the portions of the transcript to be

1 designated "CONFIDENTIAL." Only those portions of the testimony that are  
2 appropriately designated for protection within the 21 days shall be covered by the  
3 provisions of this Stipulated Protective Order. Alternatively, a Designating Party may  
4 specify, at the deposition or up to 21 days after receipt of the deposition transcript,  
5 that the entire transcript shall be treated as "CONFIDENTIAL."

6 The use of a document as an exhibit at a deposition shall not in any way affect  
7 its designation as "CONFIDENTIAL."

8 (c) for information produced in some form other than documentary and for  
9 any other tangible items, that the Producing Party affix in a prominent place on the  
10 exterior of the container or containers in which the information or item is stored the  
11 legend "CONFIDENTIAL."

12 5.3 Inadvertent Failures to Designate: If timely corrected, an inadvertent  
13 failure to designate qualified information or items does not, standing alone, waive the  
14 Designating Party's right to secure protection under this Order for such material.  
15 Upon timely correction of a designation, the Receiving Party must make reasonable  
16 efforts to assure that the material is treated in accordance with the provisions of this  
17 Order.

## 18 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

19 6.1 Timing of Challenges: Any Party or Non-Party may challenge a  
20 designation of confidentiality at any time that is consistent with the Court's  
21 Scheduling Order. A Party does not waive its right to challenge a confidentiality  
22 designation by electing not to mount a challenge promptly after the original  
23 designation is disclosed.

24 6.2 Meet and Confer: The Challenging Party shall initiate the dispute  
25 resolution process by providing written notice of each designation it is challenging  
26 and describing the basis for each challenge. To avoid ambiguity as to whether a  
27 challenge has been made, the written notice must recite that the challenge to  
28 confidentiality is being made in accordance with this specific paragraph of the



1 Protective Order. The parties shall attempt to resolve each challenge in good faith and  
2 must begin the process by conferring directly (in voice-to-voice dialogue; other forms  
3 of communication are not sufficient) within ten days of the date of service of notice.

4 In conferring, the Challenging Party must explain the basis for its belief that the  
5 confidentiality designation was not proper and must give the Designating Party an  
6 opportunity to review the designated material, to reconsider the circumstances, and, if  
7 no change in designation is offered, to explain the basis for the chosen designation. A  
8 Challenging Party may proceed to the next stage of the challenge process only if it has  
9 engaged in this meet and confer process first or establishes that the Designating Party  
10 is unwilling to participate in the meet and confer process in a timely manner.

11 **6.3 Judicial Intervention:** If the Parties cannot resolve a challenge without  
12 court intervention, the Challenging Party shall file and serve a motion challenging the  
13 designation within 21 days of the initial notice of challenge or within 14 days of the  
14 Parties agreeing that the meet and confer process will not resolve their dispute,  
15 whichever is earlier.

16 **6.4 Burden of Persuasion:** The burden of persuasion in any such challenge  
17 proceeding shall be on the Designating Party. Frivolous challenges and those made  
18 for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens  
19 on other parties) may expose the Challenging Party to sanctions. All parties shall  
20 continue to afford the material in question the level of protection to which it is entitled  
21 under the Producing Party's designation until the Court rules on the challenge.

22 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

23 **7.1 Basic Principles:** A Receiving Party may use Protected Material that is  
24 disclosed or produced by another Party or by a Non-Party in connection with this case  
25 only for prosecuting, defending, or attempting to settle this case. Such Protected  
26 Material may be disclosed only to the categories of persons and under the conditions  
27 described in this Order.

1 Protected Material must be stored and maintained by a Receiving Party at a  
2 location and in a secure manner intended reasonably to ensure that access is limited to  
3 the persons 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 "CONFIDENTIAL"  
7 only to:

8 (a) the Receiving Party's Outside Counsel of Record, as defined in Section  
9 2.10;

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

12 (c) Experts (as defined in this Order) of the Receiving Party to whom  
13 disclosure is reasonably necessary and who have signed the "Acknowledgment and  
14 Agreement to Be Bound," attached hereto as Exhibit A;

15 (d) the Court and its personnel;

16 (e) Court reporters and their staff, professional jury or trial consultants, and  
17 professional vendors to whom disclosure is reasonably necessary;

18 (f) during their depositions, witnesses in the action to whom disclosure is  
19 reasonably necessary provided: (1) the deposing party requests that the witness sign  
20 Exhibit A; and (2) they will not be permitted to keep any confidential information  
21 unless they sign the "Acknowledgment and Agreement to Be Bound," unless  
22 otherwise agreed by the Designating Party or ordered by the Court. Pages of  
23 transcribed deposition testimony or exhibits to depositions that reveal Protected  
24 Material may be separately bound by the court reporter and may not be disclosed to  
25 anyone except as permitted under this Stipulated Protective Order;

26 (g) the author or recipient of a document containing the information or a  
27 custodian or other person who otherwise possessed or knew the information; and  
28

1 (h) any mediator or settlement officer, and their supporting personnel,  
2 mutually agreed upon by any of the parties engaged in settlement discussions.

3  
4 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
5 **IN OTHER LITIGATION**

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

9 (a) promptly notify in writing the Designating Party, where such notification  
10 shall include a copy of the subpoena or court order;

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

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

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

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

27 (a) The terms of this Order are applicable to information produced by a Non-  
28 Party in this action and designated as “CONFIDENTIAL.” Such information

1 produced by Non-Parties in connection with this litigation is protected by the  
2 remedies and relief provided by this Order. Nothing in these provisions should be  
3 construed as prohibiting a Non-Party from seeking additional protections.

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

8 1. promptly notify in writing the Requesting Party and the Non-Party that  
9 some or all of the information requested is subject to a confidentiality agreement with  
10 a Non- Party;

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

14 3. make the information requested available for inspection by the Non-  
15 Party.

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

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

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

1 to retrieve all unauthorized copies of the Protected Material, (c) make every effort to  
2 prevent further disclosure by the Receiving Party and by the person(s) receiving the  
3 unauthorized disclosure, (d) inform the person(s) to whom unauthorized disclosures  
4 were made of all the terms of this Order, and (e) request such person or persons to  
5 execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as  
6 Exhibit A.

7 **11. INADVERTENT PRODUCTION OF PROTECTED MATERIAL**  
8 **INFORMATION**

9 Notwithstanding anything contrary herein, if a party through inadvertence or  
10 mistake produces any Protected Material without designating it with the legend  
11 "CONFIDENTIAL," the Producing Party may give written notice to the Receiving  
12 Party that the Disclosure or Discovery Material contains Protected Material and  
13 should be treated as such in accordance with the provisions of this Order. Upon  
14 receipt of such notice, the Receiving Party must treat such Disclosure or Discovery  
15 Material as Protected Material. Counsel for the parties will agree on a mutually  
16 acceptable manner of labeling or marking the inadvertently produced materials as  
17 "CONFIDENTIAL." The inadvertent or unintentional disclosure by the Producing  
18 Party of Protected Material, regardless of whether the information was so designated  
19 at the time of disclosure, shall not be deemed a waiver in whole or in part of the  
20 Producing Party's claim of confidentiality either as to the specific information  
21 disclosed, or as to any other information relating thereto or on the same or related  
22 subject matter. The Receiving Party shall not be responsible for the disclosure or  
23 other distribution of belatedly designated Protected Material as to such disclosure or  
24 distribution that may occur before the receipt of such notification of a claim of  
25 confidentiality and such disclosure or distribution shall not be deemed to be a  
26 violation of this Order.

27 **12. MISCELLANEOUS**

28 12.1 Right to Further Relief: Nothing in this Order abridges the right of any

1 person to seek its modification by the Court in the future.

2 12.2 Right to Assert Other Objections: By stipulating to the entry of this  
3 Protective Order no Party waives any right it otherwise would have to object to  
4 disclosing or producing any information or item on any ground not addressed in this  
5 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
6 ground to use in evidence of any of the material covered by this Protective Order.

7 12.3 Redacted Information: Documents and things produced or made  
8 available for inspection may be subject to redaction, in good faith by the Producing  
9 Party, of sensitive material that is subject to the attorney-client privilege or to work-  
10 product immunity. Each such redaction, regardless of size, will be clearly labeled.  
11 This paragraph shall not be construed as a waiver of any party's right to seek  
12 disclosure of redacted information.

13 12.4 Filing Protected Material: Without written permission from the  
14 Designating Party or a court order secured after appropriate notice to all interested  
15 persons, a Party may not file in the public record in this action any Protected Material.  
16 A Party that seeks to file under seal any Protected Material must comply with Civil  
17 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court  
18 order authorizing the sealing of the specific Protected Material at issue.

19 12.5 Electronic Notice: Transmission by electronic mail is acceptable for all  
20 notification purposes within this Order.

21 **13. FINAL DISPOSITION**

22 Within 60 days after the final disposition, as defined in Section 4, each  
23 Receiving Party must return all Protected Material to the Producing Party or destroy  
24 such material, except in order to comply with laws or regulations concerning  
25 disclosure, or in the conduct of the Parties' communications with attorneys, financial  
26 advisors or auditors or insurers, or in the conduct of the Parties' business including  
27 without limitation disclosure by State Farm to its reinsurers, counsel and auditors. As  
28 used in this subdivision, "all Protected Material" includes all copies, abstracts,

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

15 **ORDER**

16 UPON THE STIPULATION OF THE PARTIES AND GOOD CAUSE  
17 APPEARING, the Court hereby approves this Stipulation and Protective Order.

18  
19 **IT IS SO ORDERED.**

20  
21 DATED: 8/29/18

22  
23   
24 \_\_\_\_\_  
25 Suzanne H. Segal  
26 United States District Court Magistrate Judge  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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 California Superior Court Contra Costa County on \_\_\_\_\_ in the case of *Edan Sheklow, et al. v. State Farm Fire and Casualty*, Case No. 2:18-cv-3860. 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 Central District 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: \_\_\_\_\_