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

ARCH SPECIALTY INSURANCE
COMPANY,

Plaintiff,

vs.

UNIVERSITY OF SOUTHERN
CALIFORNIA,

Defendant.

UNIVERSITY OF SOUTHERN
CALIFORNIA,

Counterclaimant,

vs.

ARCH SPECIALTY INSURANCE
COMPANY,

Counterdefendant.

CASE NO. **2:19-cv-06964-DDP (ASx)**

[Related to: 2:21-cv-01272-DDP-AS]

Assigned to Hon. Dean D. Pregerson
Department: 9C

~~[PROPOSED]~~ **PROTECTIVE
ORDER OF ARCH SPECIALTY
INSURANCE COMPANY AND
THE UNIVERSITY OF
SOUTHERN CALIFORNIA**

To protect confidential information obtained by Plaintiff Arch Specialty Insurance Company (“Arch”) and Defendant the University of Southern California (“USC”) (each, a “Party,” collectively, the “Parties”) in connection with the above-captioned action (“Action”), the Court enters this Protective Order, as follows:

1 **I. PURPOSES AND LIMITATIONS**

2 A. Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may be
5 warranted. Accordingly, the Parties hereby petition the Court to enter the following
6 Protective Order.

7 B. The Parties acknowledge that this Protective Order does not confer
8 blanket protections on all disclosures or responses to discovery and that the
9 protection it affords from public disclosure and use extends only to the information
10 or items that are entitled to protection as provided herein and/or under the applicable
11 legal principles.

12 C. The Parties further acknowledge, as set forth in Section XIII(C), below,
13 that this Protective Order does not necessarily entitle them to file confidential
14 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
15 followed and the standards that will be applied when a party seeks permission from
16 the Court to file material under seal.

17 D. The parties acknowledge that this Protective Order is intended to apply
18 to discovery with respect to Court I of Arch’s Complaint and Count I of USC’s
19 Amended Counterclaims, and may require modification in connection with, among
20 other things, the individuals to whom “ATTORNEYS’ EYES ONLY Information or
21 Items,” as defined below, may be disclosed should the Court lift the stay of
22 discovery with respect to Count II of Arch’s Complaint and Counts II-V of USC’s
23 Amended Counterclaims.

24 **II. GOOD CAUSE STATEMENT**

25 A. This Action arises out of litigation against USC, its Board of Directors,
26 and/or its former employee, Dr. George Tyndall, in which it is or was alleged that
27 Dr. Tyndall sexually abused, harassed, or discriminated against student-patients (the
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1 “Tyndall Litigation,” as further defined below). Due to the sensitive nature of some
2 of the discovery in the Tyndall Litigation, protective orders have been entered in
3 those actions, and confidentiality agreements and/or protective orders are also in
4 place in other matters, such as arbitrations and mediations, related to the Tyndall
5 Litigation. The Parties agree that appropriate protections should be put in place in
6 this Action to protect the privacy interests of the Parties, third-parties, and other
7 persons involved in the Tyndall Litigation.

8 B. This Action is also likely to involve confidential and/or proprietary
9 business information for which special protection from public disclosure and from
10 use for any purpose other than prosecution of this Action is warranted. Such
11 confidential and proprietary materials and information consist of, among other
12 things, confidential business or financial information, information regarding
13 confidential business practices, or other confidential research, development, or
14 commercial information, such as pricing models, underwriting policies and
15 practices, and insurance offered and provided to non-parties. This information, and
16 information concerning USC students and patients, including protected health
17 information, involves privacy rights of the Parties and third parties.

18 C. Accordingly, to expedite the flow of information, to facilitate the
19 prompt resolution of disputes over confidentiality of discovery materials, to
20 adequately protect information the Parties are entitled to keep confidential, to ensure
21 that the Parties are permitted reasonable necessary uses of such material in
22 preparation for and in the conduct of trial, to address their handling at the end of the
23 Action, and serve the ends of justice, a protective order for such information is
24 justified in this Action.

1 D. It is the intent of the Parties that information will not be designated as
2 provided herein 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 **III. DEFINITIONS**

6 A. Action: Arch Specialty Insurance Co. v. University of Southern
7 California, Civ. A. No. 2:19-6964.

8 B. Arch Policies: Policy numbers UHE0059925-00 and UHE0059925-01
9 issued by Arch Specialty Insurance Company.

10 C. “ATTORNEYS’ EYES ONLY” Information or Items:
11 CONFIDENTIAL Information or Items, as defined below, the disclosure of which to
12 any Party or that Party’s personnel, other than the Party or the personnel of the Party
13 producing or designating it, is likely to cause substantial and irreparable injury to the
14 business of the producing or Designating Party or the privacy rights of third parties.

15 D. Challenging Party: A Party or Non-Party that challenges the
16 designation of information or items under this Protective Order.

17 E. “CONFIDENTIAL” Information or Items: Information (regardless of
18 how it is generated, stored or maintained) or tangible things that qualify for
19 protection under Federal Rule of Civil Procedure 26(c), the Designating Party
20 reasonably believes in good faith is entitled to confidential treatment under
21 applicable law, or is as specified in this Protective Order.

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

24 G. Designating Party: A Party or Non-Party that designates information or
25 items that it produces in disclosures or in responses to discovery as
26 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

1 H. Disclosure or Discovery Material: All items or information, regardless
2 of the medium or manner in which it is generated, stored, or maintained (including,
3 among other things, testimony, transcripts, and tangible things), that are produced or
4 generated in disclosures or responses to discovery in this matter.

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

8 J. In-House Counsel: Attorneys who are employees of a Party to this
9 Action. In-House Counsel does not include Outside Counsel of Record or any other
10 outside counsel.

11 K. Non-Party: Any natural person, partnership, corporation, association,
12 or other legal entity not named as a Party to this Action.

13 L. Outside Counsel of Record: Attorneys who are not employees of a
14 Party to this Action but are retained to represent or advise a Party to this Action and
15 have appeared in this Action on behalf of that Party or are affiliated with a law firm
16 which has appeared on behalf of that Party, and includes support staff.

17 M. Party: Any party to this Action, including all of its officers, directors,
18 employees, consultants, retained experts, and Outside Counsel of Record (and their
19 support staffs).

20 N. Producing Party: A Party or Non-Party that produces Disclosure or
21 Discovery Material in this Action.

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

26 P. Protected Material: Any Disclosure or Discovery Material that is
27 designated as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

1 Q. Receiving Party: A Party that receives Disclosure or Discovery
2 Material from a Producing Party.

3 R. Tyndall Litigation: Litigation for which relief is sought by persons who
4 allege that they were injured by Dr. Tyndall because he sexually assaulted, harassed,
5 or discriminated against them on the basis of gender or race, and/or by USC because
6 it allegedly failed to properly perform its duties in hiring, training, retaining, or
7 supervising Dr. Tyndall. By way of example, the “Tyndall Litigation” includes the
8 actions under the captions In re USC Student Health Center Litigation, C.D. Cal.,
9 Civ. A. No. 2:18-4528 and Jane Doe 5 v. Tyndall, Superior Court of Los Angeles
10 County, BC705677, and any other litigation involving allegations concerning
11 Dr. Tyndall’s actions as a USC employee for which USC seeks insurance coverage
12 under the Arch Policies.

13 **IV. SCOPE**

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

19 B. This Protective Order does not govern the use of Protected Material at
20 trial. Instead, the Parties shall meet and confer regarding the procedures for use of
21 any Protected Material at trial and shall move the Court for entry of an appropriate
22 order. Any use of Protected Material at trial shall be governed by the orders of the
23 trial judge.

24 **V. DURATION**

25 A. Even after final disposition of this litigation, the confidentiality
26 obligations imposed by this Protective Order shall remain in effect until a
27 Designating Party agrees otherwise in writing or a court order otherwise directs.

1 Final disposition shall be deemed to be the later of (1) dismissal of all claims and
2 defenses in this Action, with or without prejudice; or (2) final judgment herein after
3 the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews
4 of this Action, including the time limits for filing any motions or applications for
5 extension of time pursuant to applicable law.

6 **VI. DESIGNATING PROTECTED MATERIAL**

7 A. Exercise of Restraint and Care in Designating Material for Protection

8 1. Each Party or Non-Party shall have the right to designate as
9 CONFIDENTIAL or ATTORNEYS' EYES ONLY any information or items the
10 Designating Party in good faith believes to contain non-public information that is
11 entitled to confidential treatment under applicable law. The Designating Party must
12 designate for protection only those parts of material, documents, items, or oral or
13 written communications that qualify so that other portions of the material,
14 documents, items, or communications for which protection is not warranted are not
15 swept unjustifiably within the ambit of this Protective Order.

16 2. Mass, indiscriminate, or routinized designations are prohibited.

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

20 B. Manner and Timing of Designations

21 1. Except as otherwise provided in this Protective Order (see, e.g.,
22 Section B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or
23 Discovery Material that qualifies for protection under this Protective Order must be
24 clearly so designated before the material is disclosed or produced.

25 2. Designation in conformity with this Protective Order requires the
26 following:
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(a) For information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” (hereinafter “CONFIDENTIAL legend”), to each page that contains protected material.

(b) A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY. After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” legend to each page that contains Protected Material.

(c) For testimony given in depositions, that the Designating Party identify the Disclosure or Discovery Material on the record, or designate the entirety of the testimony at the deposition as “CONFIDENTIAL” (before the deposition is concluded) with the right to identify more specific portions

1 of the testimony as to which protection is sought within 30
2 days of the Designating Party's receipt of the deposition
3 transcript.

- 4 (d) For information produced in a form other than document
5 and for any other tangible items, that the Producing Party
6 affix in a prominent place on the exterior of the container
7 or containers in which the information is stored the legend
8 "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY."
9 If only a portion or portions of the information warrants
10 protection, the Producing Party, to the extent practicable,
11 shall identify the protected portion(s).

12 C. Inadvertent Failure to Designate

13 1. If timely corrected, an inadvertent failure to designate
14 information or items as "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" as
15 set forth herein shall be without prejudice to any claim that such item is Protected
16 Material and the Designating Party shall not be held to have waived any rights by
17 any inadvertent production or failure to designate. Upon the Receiving Party's
18 receipt from the Designating Party of corrected copies of the specified materials, the
19 Receiving Party within ten (10) days shall either (a) destroy the inadvertently
20 undesignated material, and all copies thereof, or (b) return the inadvertently
21 undesignated materials, and all copies thereof, to the Designating Party. The
22 Receiving Party must make reasonable efforts to assure that the material is treated in
23 accordance with the provisions of this Protective Order.

24 2. Notwithstanding the foregoing, if the Receiving Party Disclosed
25 the inadvertently undesignated material to persons not authorized to receive such
26 information before receipt of the "CONFIDENTIAL" or "ATTORNEYS' EYES
27 ONLY" designation, such Disclosure shall not be deemed a violation of this

1 Protective Order. The Receiving Party must nevertheless make reasonable efforts to
2 promptly retrieve the inadvertently undesignated material and shall promptly notify
3 the Designating Party of the distribution and the identity of the person(s) who
4 received the inadvertently undesignated material.

5 3. Section XII of this Protective Order, not this provision, is
6 intended to apply to any inadvertent production of any information protected by
7 attorney-client or work product privileges.

8 D. Use of Protected Material

9 1. Protected Material shall be used by the Receiving Party only for
10 the purposes of preparing for, conducting, participating in, and/or prosecuting and/or
11 defending the Action; and for insurance coverage determinations arising from the
12 claims at issue in the Action and not for any business or other purpose whatsoever.

13 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

14 A. Timing of Challenges

15 1. Any Party or Non-Party may challenge a designation of
16 confidentiality at any time that is consistent with the Court's Scheduling Order.

17 B. Meet and Confer

18 1. The Challenging Party shall initiate the dispute resolution process
19 under Local Rule 37.1 et seq.

20 C. Burden

21 1. The burden of persuasion in any such challenge proceeding shall
22 be on the Designating Party. Frivolous challenges, and those made for an improper
23 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
24 parties) may expose the Challenging Party to sanctions. Unless the Designating
25 Party has withdrawn the confidentiality designation, all Parties shall continue to
26 afford the material in question the level of protection to which it is entitled under the
27 Producing Party's designation until the Court rules on the challenge.

1 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 A. Basic Principles

3 1. A Receiving Party may disclose Protected Material only to the
4 categories of persons and under the conditions described in this Order. When the
5 Action has been terminated, a Receiving Party must comply with the provisions of
6 Section XIV below.

7 B. Disclosures of “CONFIDENTIAL” and “ATTORNEYS’ EYES
8 ONLY” Information or Items

9 1. Unless otherwise ordered by the Court or permitted in writing by
10 the Designating Party, CONFIDENTIAL Information or Items shall not be shown,
11 revealed, released, disclosed, or communicated in any way to any person or entity,
12 except to those listed below:

- 13 (a) Outside Counsel of Record in this Action, as well as
14 employees of said Outside Counsel of Record to whom it
15 is reasonably necessary to disclose the information for this
16 Action;
- 17 (b) The Parties to the Action and their employees, directors,
18 officers, partners, members or agents;
- 19 (c) Experts (as defined in this Protective Order) to whom
20 disclosure is reasonably necessary for this Action and who
21 have signed the “Acknowledgment and Agreement to Be
22 Bound” (Exhibit A);
- 23 (d) The Court and its personnel except as provided for in
24 XIII(C);
- 25 (e) Clerical or ministerial service providers, including outside
26 copying services, translators, videographers, court
27 reporters, and professional vendors retained by a Party’s

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counsel to assist such counsel in connection with this Action;

- (f) Professional jury or trial consultants, and mock jurors who execute the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- (g) The author, addressees, or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;
- (h) Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the Parties engaged in settlement discussions;
- (i) During their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary; provided, however, that the witnesses and their attorneys will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Protective Order;
- (j) Such other persons as the Parties may designate in writing by stipulation between the Parties, provided, however, that such persons have signed the “Acknowledgment and Agreement to be Bound” attached as Exhibit A hereto;

1 (k) A Party’s auditors or reinsurers to whom Confidential
2 Information reasonably is required to be disclosed, and
3 provided Counsel for the Party making the disclosure shall
4 deliver a copy of this Protective Order to such person, shall
5 explain that such person is bound to follow the terms of
6 such Protective Order, and shall secure the signature of
7 such person on the “Acknowledgment and Agreement to
8 be Bound” attached as Exhibit A hereto; and,

9 (l) Regulators to whom Confidential Information is required
10 to be disclosed; the Party making the disclosure shall place
11 a copy of the Protective Order prominently in any file that
12 is delivered or made available to regulators.

13 2. Unless otherwise ordered by the Court or permitted in writing by
14 the Designating Party, ATTORNEYS’ EYES ONLY Information or Items shall not
15 be shown, revealed, released, disclosed, or communicated in any way to any person
16 or entity, except to those listed below:

17 (a) Outside Counsel of Record in this Action, as well as
18 employees of said Outside Counsel of Record to whom it
19 is reasonably necessary to disclose the information for this
20 Action;

21 (b) In-House Counsel of the Receiving Party (as defined in
22 this Protective Order), as well as other employees of the
23 Receiving Party handling claims and to whom Outside
24 Counsel of Record reports in connection with this Action
25 whether or not they are acting as attorneys in this matter,
26 and who have signed the “Acknowledgment and
27 Agreement to Be Bound” (Exhibit A);

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- (c) Experts (as defined in this Protective Order) to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- (d) The Court and its personnel;
- (e) Such other persons as the Parties may designate in writing by stipulation between the Parties, provided, however, that such persons have signed the “Acknowledgment and Agreement to be Bound” attached as Exhibit A hereto;
- (f) A Party’s auditors or reinsurers to whom ATTORNEYS’ EYES ONLY Information reasonably is required to be disclosed, and provided Counsel for the Party making the disclosure shall deliver a copy of this Protective Order to such person, shall explain that such person is bound to follow the terms of such Protective Order, and shall secure the signature of such person on the “Acknowledgment and Agreement to be Bound” attached as Exhibit A hereto; and,
- (g) Regulators to whom ATTORNEYS’ EYES ONLY Information is required to be disclosed; the Party making the disclosure shall place a copy of the Protective Order prominently in any file that is delivered or made available to regulators.

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1 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
2 **PRODUCED IN ANOTHER LITIGATION**

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

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

8 2. Promptly notify in writing the party who caused the subpoena or
9 order 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 Protective Order; and

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

16 B. If the Designating Party timely seeks a protective order or other
17 equivalent protection is sought, the Party served with the subpoena or court order
18 shall not produce any information designated in this action as “CONFIDENTIAL”
19 or “ATTORNEYS’ EYES ONLY” before a determination by the Court from which
20 the 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 confidential material and nothing in these provisions
23 should be construed as authorizing or encouraging a Receiving Party in this Action
24 to disobey a lawful directive from another court.
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1 **X. 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” or “ATTORNEYS’
5 EYES ONLY.” Such information produced by Non-Parties in connection with this
6 litigation is protected by the remedies and relief provided by this Order. Nothing in
7 these provisions should be construed as prohibiting a Non-Party from seeking
8 additional protections.

9 B. In the event that a Party is required, by a valid discovery request, to
10 produce a Non-Party’s confidential information in its possession, and the Party is
11 subject to an agreement with the Non-Party not to produce the Non-Party’s
12 confidential information, then the Party shall:

13 1. Promptly notify in writing the Requesting Party and the Non-
14 Party that some or all of the information requested is subject to a confidentiality
15 agreement with a Non-Party;

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

19 3. Make the information requested available for inspection by the
20 Non-Party, if requested.

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

3 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
5 Protected Material to any person or in any circumstance not authorized under this
6 Protective Order, the Receiving Party must immediately (1) notify in writing the
7 Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve
8 all unauthorized copies of the Protected Material, (3) inform the person or persons to
9 whom unauthorized disclosures were made of all the terms of this Order, and (4)
10 request such person or persons to execute the “Acknowledgment and Agreement to
11 be Bound” that is attached hereto as Exhibit A.

12 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
13 **PROTECTED MATERIAL**

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

1 **XIII. MISCELLANEOUS**

2 A. Right to Further Relief

3 1. Nothing in this Order abridges the right of any person to seek its
4 modification by the Court in the future. The Parties expressly reserve the right to
5 move to modify this Order.

6 B. Right to Assert Other Objections

7 1. This Protective Order shall not:

- 8 (a) operate as or constitute a waiver of any attorney-client,
9 work product or other privilege;
- 10 (b) prejudice in any way the rights of any person to object to
11 the production of documents they consider not subject to
12 discovery;
- 13 (c) prejudice in any way the rights of any person to object to
14 the responsiveness, authenticity, competency, relevancy,
15 materiality, or admissibility into evidence of any
16 document, testimony or other evidence subject to this
17 Protective Order;
- 18 (d) prejudice in any way the rights of any person to seek
19 protections beyond or greater than that provided in this
20 Protective Order; or
- 21 (e) operate as an admission by any person that the restrictions
22 and procedures set forth herein constitute adequate
23 protection for any particular information deemed by any
24 party to be “CONFIDENTIAL” OR “ATTORNEYS’
25 EYES ONLY.”
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1 C. Filing Protected Material

2 A Party that seeks to file under seal any Protected Material must comply with
3 Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a
4 court order authorizing the sealing of the specific Protected Material at issue. If a
5 Party's request to file Protected Material under seal is denied by the Court, then the
6 Receiving Party may publicly file only that portion of the Protected Material deemed
7 not to be protected, unless otherwise ordered by the Court.

8 D. Additional Reservation

9 Nothing in this Protective Order is intended to authorize or permit the
10 disclosure or production in the present action of any document or information in the
11 possession of any party that the party received under the terms of a separate
12 protective or confidentiality agreement order entered into in another civil or criminal
13 action, absent compliance with the terms and conditions of the applicable protective
14 orders and/or confidentiality agreements, or as otherwise compelled by law.

15 **XIV. FINAL DISPOSITION**

16 A. After the final disposition of this Action, as defined in Section V., each
17 Receiving Party must return all Protected Material to the Producing Party or destroy
18 such material. As used in this subdivision, "all Protected Material" includes all
19 copies, abstracts, compilations, summaries, and any other format reproducing or
20 capturing any of the Protected Material. Whether the Protected Material is returned
21 or destroyed, the Receiving Party must submit a written certification to the
22 Producing Party (and, if not the same person or entity, to the Designating Party)
23 within 60 days of the final disposition that (1) identifies (by category, where
24 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
25 that the Receiving Party has not retained any copies, abstracts, compilations,
26 summaries or any other format reproducing or capturing any of the Protected
27 Material. If the information/documents are stored electronically and it would be

1 impractical to try to destroy or remove all copies of them, the Receiving Party shall
2 take reasonable steps to terminate any access to their contents or otherwise to
3 continue to protect their confidentiality.

4 B. Notwithstanding this provision, Counsel are entitled to retain in
5 possession (not to be delivered to any client) an archival copy of all pleadings,
6 motion papers, trial, deposition, and hearing transcripts, legal memoranda,
7 correspondence, deposition and trial exhibits, expert reports, attorney work product,
8 and consultant and expert work product, even if such materials contain Protected
9 Material. Any such archival copies that contain or constitute Protected Material
10 remain subject to this Protective Order as set forth in Section V. In addition, the
11 Parties are entitled to retain Protected Material only to the extent and the duration as
12 required under any applicable statutes and regulations.

13 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

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15 Dated: July 14, 2021

16 / s / Sagar
17 HONORABLE ALKA SAGAR
18 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
_____ [print or type full address], declare under penalty of perjury that
I have read in its entirety and understand the Protective Order that was issue by the
United States District Court for the Central District of California on
_____, 2021 in the case of ARCH SPECIALTY INSURANCE
COMPANY v. UNIVERSITY OF SOUTHERN CALIFORNIA, Case No. 2:19-cv-
06964-DDP (ASx). I agree to comply with and to be bound by all the terms of this
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 Protective Order to any person or entity except in strict compliance with the
provisions of the Protective Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
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 Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____