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

SOCIALCOM, INC., REEVE
BENARON,

Plaintiffs,

vs.

ARCH INSURANCE COMPANY; ACE
AMERICAN INSURANCE COMPANY;
INSPERITY, INC., AND DOES 1-25,
inclusive,

Defendants.

Case No. 2:20-cv-4056-SB-AGR

**ORDER GRANTING STIPULATED
PROTECTIVE ORDER**

**Removed from the Superior Court of
the County of Los Angeles**

Case No. 20STCV12579

Case Filed: March 30, 2020

1 The Court having reviewed the Stipulated Protective Order entered into by
2 Plaintiffs SocialCom, Inc. and Reeve Benaron and Defendants Arch Insurance Company
3 and ACE American Insurance Company (collectively, the “Parties”) and filed on January
4 19, 2021 (“Stipulated Protective Order”), and good cause appearing, hereby orders as
5 follows:

6 The Parties’ Stipulated Protective Order is hereby **GRANTED**, and the Court
7 enters the Parties’ Stipulated Protective Order in its entirety as follows:

8
9 1. INTRODUCTION

10 A. PURPOSES AND LIMITATIONS

11 Discovery in this action is likely to involve production of confidential, proprietary,
12 or private information or items for which special protection from public disclosure and
13 from use for any purpose other than prosecuting this litigation may be warranted.
14 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
15 Stipulated Protective Order. The parties acknowledge that this Order does not confer
16 blanket protections on all disclosures or responses to discovery and that the protection it
17 affords from public disclosure and use extends only to the limited information or items
18 that are entitled to confidential treatment under the applicable legal principles. The parties
19 further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
20 Order does not entitle them to file confidential information or items under seal; Civil
21 Local Rule 79-5 sets forth the procedures that must be followed and the standards that
22 will be applied when a party seeks permission from the court to file material under seal.

23 B. GOOD CAUSE STATEMENT

24 This action is likely to involve confidential and/or proprietary information or items
25 for which special protection from public disclosure and from use for any purpose other
26 than prosecution of this action is warranted. Such confidential and/or proprietary
27 information and items may consist of, among other things, information regarding
28 confidential business practices such as the parties’ insurance underwriting processes,

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

15
16 2. DEFINITIONS

17 2.1 Action: the above-captioned pending federal lawsuit, styled *SocialCom, Inc.*
18 *v. Arch Insurance Company*, Central District of California, Case No. 2:20-cv-4056-SB-
19 AGR.

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

22 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it
23 is generated, stored or maintained) or tangible things that qualify for protection under
24 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
25 Statement.

26 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
27 support staff).

28 2.5 Designating Party: a Party or Non-Party that designates information or

1 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2 2.6 Disclosure or Discovery Material: all items or information, regardless of the
3 medium or manner in which it is generated, stored, or maintained (including, among other
4 things, testimony, transcripts, and tangible things), that are produced or generated in
5 disclosures or responses to discovery in this matter.

6 2.7 Expert: a person with specialized knowledge or experience in a matter
7 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
8 expert witness or as a consultant in this Action.

9 2.8 House Counsel: attorneys who are employees of a party to this Action.
10 House Counsel does not include Outside Counsel of Record or any other outside counsel.

11 2.9 Non-Party: any natural person, partnership, corporation, association, or
12 other legal entity not named as a Party to this action.

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

17 2.11 Party: the parties to this Action, Plaintiffs SocialCom, Inc. and Reeve
18 Benaron and Defendants Arch Insurance Company and ACE American Insurance
19 Company, including all of such parties’ officers, directors, employees, consultants,
20 retained experts, and Outside Counsel of Record (and their support staffs).

21 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
22 Discovery Material in this Action.

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

27 2.14 Protected Material: any Disclosure or Discovery Material that is designated
28 as “CONFIDENTIAL.”

1 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
2 from a Producing Party.

3
4 3. SCOPE

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

10 Any use of Protected Material at trial shall be governed by the orders of the trial
11 judge. This Order does not govern the use of Protected Material at trial.

12
13 4. DURATION

14 Once a case proceeds to trial, all of the information and items that were designated
15 as “CONFIDENTIAL” or maintained pursuant to this protective order becomes public
16 and will be presumptively available to all members of the public, including the press,
17 unless compelling reasons supported by specific factual findings to proceed otherwise are
18 made to the trial judge in advance of the trial. See Kamakana v. City and County of
19 Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing
20 for sealing documents produced in discovery from “compelling reasons” standard when
21 merits-related documents are part of court record). Accordingly, the terms of this
22 protective order do not extend beyond the commencement of the trial.

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

1 or applications for extension of time pursuant to applicable law.

2
3 5. DESIGNATING PROTECTED MATERIAL

4 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
5 Party or Non-Party that designates information or items for protection under this Order
6 must take care to limit any such designation to specific material that qualifies under the
7 appropriate standards. The Designating Party must designate for protection only those
8 parts of material, documents, items, or oral or written communications that qualify so that
9 other portions of the material, documents, items, or communications for which protection
10 is not warranted are not swept unjustifiably within the ambit of this Order.

11 Mass, indiscriminate, or routinized designations are prohibited. Designations that
12 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
13 to unnecessarily encumber the case development process or to impose unnecessary
14 expenses and burdens on other parties) may expose the Designating Party to sanctions. If
15 it comes to a Designating Party's attention that information or items that it designated for
16 protection do not qualify for protection, that Designating Party must promptly notify all
17 other Parties that it is withdrawing the inapplicable designation.

18 5.2 Manner and Timing of Designations. Except as otherwise provided in this
19 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
20 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
21 must be clearly so designated before the material is disclosed or produced.

22 Designation in conformity with this Order requires:

23 (a) for information in documentary form (e.g., paper or electronic
24 documents, but excluding transcripts of depositions or other pretrial or trial proceedings),
25 that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
26 "CONFIDENTIAL legend"), to each page that contains Protected Material. If only a
27 portion or portions of the material on a page qualifies for protection, the Producing Party
28 also must clearly identify the protected portion(s) (e.g., by making appropriate markings

1 in the margins).

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

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

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

21 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
22 designate qualified information or items does not, standing alone, waive the Designating
23 Party’s right to secure protection under this Order for such material. Upon timely
24 correction of a designation, the Receiving Party must make reasonable efforts to assure
25 that the material is treated in accordance with the provisions of this Order.

26
27 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

28 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation

1 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

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

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

11
12 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

19 7.2 Disclosure of Protected Material. Unless otherwise ordered by the court or
20 permitted in writing by the Designating Party, a Receiving Party may disclose Protected
21 Material only to:

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

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

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

4 (d) the court and its personnel;

5 (e) court reporters and their staff;

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

9 (g) the author or recipient of a document containing the Protected Material
10 or a custodian or other person who otherwise possessed or knew the information contained
11 in the Protected Material;

12 (h) stenographers engaged to transcribe depositions or hearings conducted
13 in this action;

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

22 (j) any other witness who a Party in good faith believes may be called to
23 testify at trial or deposition in this Action or who otherwise have a genuine need to know
24 the content of the Protected Material in connection with this Action, provided such person
25 has first executed Exhibit A hereto;

26 (k) auditors, regulators, and reinsurers of a Party who, in the normal course
27 of business, would have access to or to whom a party has a business obligation to provide
28 such information in connection with this Action; and

1 (l) 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 IN
5 OTHER LITIGATION

6 If a Party is served with a subpoena or a court order issued in other litigation that
7 compels disclosure of any Protected Material, that Party must, to the extent legally
8 permissible:

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

11 (b) promptly notify in writing the party who caused the subpoena or order
12 to 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. Such notification shall include a copy of this
14 Stipulated Protective Order.

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

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

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

1 prohibiting a Non-Party from seeking additional protections.

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

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

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

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

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

21
22 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

1 such person or persons to execute the “Acknowledgment and Agreement to Be Bound”
2 that is attached hereto as Exhibit A.

3
4 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
5 PROTECTED MATERIAL

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

15
16 12. MISCELLANEOUS

17 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person
18 to seek its modification by the Court in the future.

19 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
20 Order no Party waives any right it otherwise would have to object to disclosing or
21 producing any information or item on any ground not addressed in this Stipulated
22 Protective Order. Similarly, no Party waives any right to object on any ground to use in
23 evidence of any of the material covered by this Protective Order.

24 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
25 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
26 under seal pursuant to a court order authorizing the sealing of the specific Protected
27 Material at issue. If a Party's request to file Protected Material under seal is denied by the
28 court, then the Receiving Party may file the information in the public record unless

1 otherwise instructed by the court.

2
3 13. FINAL DISPOSITION

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

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1 14. VIOLATIONS OF THIS ORDER

2 Any violation of this Order may be punished by any and all appropriate measures
3 including, without limitation, contempt proceedings and/or monetary sanctions.
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5 **IT IS SO ORDERED.**

6 DATED: January 22, 2021

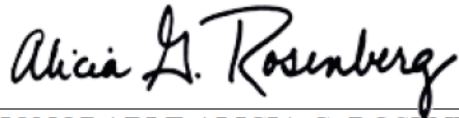
7 By: 
8 HONORABLE ALICIA G. ROSENBERG
9 UNITED STATES MAGISTRATE JUDGE
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EXHIBIT A

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
Stipulated Protective Order that was issued by the United States District Court for the
Central District of California on _____ [date] in the case of
SocialCom, Inc. v. Arch Insurance Company, Central District of California, Case No.
2:20-cv-4056-SB-AGR. 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 for
the Central District of California 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: _____