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NOTE: CHANGES MADE BY THE COURT

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

SUNNY MISUN KIM, an individual, and
LA 1 REALTY, INC., a California
corporation,

Plaintiffs,

v.

SCOTTSDALE INSURANCE
COMPANY, an Ohio Stock Insurance
Company, NATIONWIDE MUTUAL
INSURANCE COMPANY, an Ohio
corporation, and
DOES 1 through 20,

Defendants.

Case No. 2:21-CV-02185-ODW-JPR

**STIPULATED PROTECTIVE
ORDER**

IT IS HEREBY ORDERED:

1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Discovery in this action may involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the Parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The Parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it

COZEN O'CONNOR
ONE LIBERTY PLACE
1650 MARKET STREET
SUITE 2800

1 affords from public disclosure and use extends only to the limited information or items
2 that are entitled to confidential treatment under the applicable legal principles. The
3 Parties further acknowledge, as set forth in Section 12.3 below, that this Order does
4 not entitle them to file Confidential Information under seal; Civil Local Rule 79-5 sets
5 forth the procedures that must be followed and the standards that will be applied when
6 a Party seeks permission from the Court to file material under seal.

7 1.2 GOOD CAUSE STATEMENT

8 This action is likely to involve trade secrets, customer and pricing lists and
9 other valuable research, development, commercial, financial, technical and/or
10 proprietary information for which special protection from public disclosure and from
11 use for any purpose other than prosecution of this action is warranted. Such
12 confidential and proprietary materials and information may consist of, among other
13 things, confidential business or financial information, information regarding
14 confidential business practices, or other confidential research, development, or
15 commercial information (including information implicating privacy rights of third
16 parties), information otherwise generally unavailable to the public, or which may be
17 privileged or otherwise protected from disclosure under state or federal statutes, court
18 rules, case decisions, or common law. Accordingly, to expedite the flow of
19 information, to facilitate the prompt resolution of disputes over confidentiality of
20 discovery materials, to adequately protect information the parties are entitled to keep
21 confidential, to ensure that the parties are permitted reasonable necessary uses of such
22 material, to address their handling at the end of the litigation, and serve the ends of
23 justice, a protective order for such information is justified in this matter. It is the
24 intent of the parties that information will not be designated as confidential for tactical
25 reasons and that nothing be so designated without a good faith belief that it has been
26 maintained in a confidential, non-public manner, and there is good cause why it
27 should not be part of the public record of this case.

28 2. DEFINITIONS

1 2.1 Action: *Sunny Misun Kim, et al. v. Scottsdale Insurance Company, et al.*
2 Case No. 2:21-CV-02185-ODW-JPR.

3 2.2 Challenging Party: a Party or Nonparty that challenges the designation
4 of information or items under this Order.

5 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
6 how it is generated, stored, or maintained) or tangible things that qualify for protection
7 under Federal Rule of Civil Procedure 26(c) and as specified above in the Good Cause
8 Statement.

9 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
10 support staff).

11 2.5 Designating Party: a Party or Nonparty that designates information or
12 items that it produces in disclosures or in responses to discovery as
13 “CONFIDENTIAL.”

14 2.6 Disclosure or Discovery Material: all items or information, regardless
15 of the medium or manner in which it is generated, stored, or maintained (including,
16 among other things, testimony, transcripts, and tangible things), that are produced or
17 generated in disclosures or responses to discovery in this matter.

18 2.7 Expert: a person with specialized knowledge or experience in a matter
19 pertinent to the litigation who has been retained by a Party or its counsel to serve as
20 an expert witness or as a consultant in this action.

21 2.8 House Counsel: attorneys who are employees of a Party to this Action.
22 House Counsel does not include Outside Counsel of Record or any other outside
23 counsel.

24 2.9 Nonparty: any natural person, partnership, corporation, association, or
25 other legal entity not named as a Party to this action.

26 2.10 Outside Counsel of Record: attorneys who are not employees of a Party
27 to this Action but are retained to represent or advise a Party and have appeared in this
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1 Action on behalf of that Party or are affiliated with a law firm that has appeared on
2 behalf of that Party, including support staff.

3 2.11 Party: any Party to this Action, including all of its officers, directors,
4 employees, consultants, retained experts, and Outside Counsel of Record (and their
5 support staffs).

6 2.12 Producing Party: a Party or Nonparty that produces Disclosure or
7 Discovery Material in this Action.

8 2.13 Professional Vendors: persons or entities that provide litigation support
9 services (for example, photocopying, videotaping, translating, preparing exhibits or
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)
11 and their employees and subcontractors.

12 2.14 Protected Material: any Disclosure or Discovery Material that is
13 designated as "CONFIDENTIAL."

14 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
15 from a Producing Party.

16 3. SCOPE

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

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

24 4. DURATION

25 Once a case proceeds to trial, all the information that was designated as
26 confidential or maintained under this Order becomes public and will be presumptively
27 available to all members of the public, including the press, unless the trial judge finds
28 compelling reasons to proceed otherwise. *See Kamakana v. City & Cnty. of Honolulu,*

1 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for
2 sealing documents produced in discovery from “compelling reasons” needed for
3 merits-related documents). Accordingly, the terms of this Order do not extend beyond
4 the beginning of trial.

5 5. DESIGNATING PROTECTED MATERIAL

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

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

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

22 5.2 Except as otherwise provided in this Order, Disclosure or Discovery
23 Material that qualifies for protection under this Order must be clearly so designated
24 before the material is disclosed or produced.

25 Designation in conformity with this Order requires the following:

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

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

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

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

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

26 5.3 If timely corrected, an inadvertent failure to designate qualified
27 information or items does not, standing alone, waive the Designating Party’s right to
28 secure protection under this Order for that material. On timely correction of a

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

3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1 Any Party or Nonparty may challenge a designation of confidentiality at
5 any time consistent with the Court's scheduling order.

6 6.2 The Challenging Party must initiate the dispute-resolution process (and,
7 if necessary, file a discovery motion) under Local Rule 37.

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

15 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

22 Protected Material must be stored and maintained by a Receiving Party at a
23 location and in a manner sufficiently secure to ensure that access is limited to the
24 people authorized under this Order.

25 7.2 Unless otherwise ordered by the Court or permitted in writing by the
26 Designating Party, a Receiving Party may disclose any information or item designated
27 "CONFIDENTIAL" only to the following people:

28 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as

1 employees of that Outside Counsel of Record to whom it is reasonably necessary to
2 disclose the information for this Action;

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

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

8 (d) the Court and its personnel;

9 (e) court reporters and their staff;

10 (f) professional jury or trial consultants, mock jurors, and Professional Vendors
11 to whom disclosure is reasonably necessary for this Action and who have signed the
12 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

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

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

23 (i) any mediator or settlement officer, and their supporting personnel, mutually
24 agreed on by any of the Parties engaged in settlement discussions or appointed by the
25 Court.

26 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
27 OTHER LITIGATION

28 If a Party is served with a subpoena or a court order issued in other litigation

1 that compels disclosure of any information or items designated in this Action as
2 “CONFIDENTIAL,” that Party must:

3 (a) promptly notify in writing the Designating Party. Such notification must
4 include a copy of the subpoena or court order unless prohibited by law;

5 (b) promptly notify in writing the party who caused the subpoena or order to
6 issue in the other litigation that some or all of the material covered by the subpoena
7 or order is subject to this Protective Order. Such notification must include a copy of
8 this Order; and

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

11 If the Designating Party timely seeks a protective order, the Party served with
12 the subpoena or court order should not produce any information designated in this
13 action as “CONFIDENTIAL” before a determination on the protective-order request
14 by the relevant court unless the Party has obtained the Designating Party’s permission.
15 The Designating Party bears the burden and expense of seeking protection of its
16 Confidential Material, and nothing in these provisions should be construed as
17 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
18 directive from another court.

19 9. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
20 IN THIS LITIGATION

21 (a) The terms of this Order are applicable to information produced by a
22 Nonparty in this Action and designated as “CONFIDENTIAL.” Such information is
23 protected by the remedies and relief provided by this Order. Nothing in these
24 provisions should be construed as prohibiting a Nonparty from seeking additional
25 protections.

26 (b) In the event that a Party is required by a valid discovery request to produce
27 a Nonparty’s Confidential Information in its possession and the Party is subject to an
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1 agreement with the Nonparty not to produce the Nonparty's Confidential Information,
2 then the Party must

3 (1) promptly notify in writing the Requesting Party and the Nonparty
4 that some or all of the information requested is subject to a confidentiality agreement
5 with a Nonparty;

6 (2) promptly provide the Nonparty with a copy of this Order, the relevant
7 discovery request(s), and a reasonably specific description of the information
8 requested; and

9 (3) make the information requested available for inspection by the
10 Nonparty, if requested.

11 (c) If the Nonparty fails to seek a protective order within 21 days of receiving
12 the notice and accompanying information, the Receiving Party may produce the
13 Nonparty's Confidential Information responsive to the discovery request. If the
14 Nonparty timely seeks a protective order, the Receiving Party must not produce any
15 information in its possession or control that is subject to the confidentiality agreement
16 with the Nonparty before a ruling on the protective-order request. Absent a court
17 order to the contrary, the Nonparty must bear the burden and expense of seeking
18 protection of its Protected Material.

19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

20 If a Receiving Party learns that by inadvertence or otherwise, it has disclosed
21 Protected Material to any person or in any circumstance not authorized under this
22 Order, the Receiving Party must immediately notify the Designating Party in writing
23 of the unauthorized disclosures, use its best efforts to retrieve all unauthorized copies
24 of the Protected Material, inform the person or people to whom unauthorized
25 disclosures were made of the terms of this Order, and ask that person or people to
26 execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto
27 as Exhibit A.

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1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
2 PROTECTED MATERIAL

3 When a Producing Party gives notice to Receiving Parties that certain
4 inadvertently produced material is subject to a claim of privilege or other protection,
5 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
6 Procedure 26(b)(5)(B).

7 12. MISCELLANEOUS

8 12.1 Nothing in this Order abridges the right of any person to seek its
9 modification by the Court.

10 12.2 By stipulating to the entry of this Order, no Party waives any right it
11 otherwise would have to object to disclosing or producing any information or item on
12 any ground not addressed in this Order. Similarly, no Party waives any right to object
13 on any ground to use in evidence of any of the material covered by this Order.

14 12.3 A Party that seeks to file under seal any Protected Material must comply
15 with Civil Local Rule 79-5. Protected Material may be filed under seal only pursuant
16 to a court order authorizing the sealing of the specific Protected Material at issue. If
17 a Party's request to file Protected Material under seal is denied, then the Receiving
18 Party may file the information in the public record unless otherwise instructed by the
19 Court.

20 13. FINAL DISPOSITION

21 After the final disposition of this Action, as defined in paragraph 4, within 60
22 days of a written request by the Designating Party, each Receiving Party must return
23 all Protected Material to the Producing Party or destroy such material. As used in this
24 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
25 summaries, and any other format reproducing or capturing any of the Protected
26 Material. Whether the Protected Material is returned or destroyed, the Receiving
27 Party must submit a written certification to the Producing Party (and, if not the same
28 person or entity, to the Designating Party) by the 60-day deadline that identifies (by

1 category, when appropriate) all the Protected Material that was returned or destroyed
2 and affirms that the Receiving Party has not retained any copies, abstracts,
3 compilations, summaries, or any other format reproducing or capturing any of the
4 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
5 archival copy of all pleadings; motion papers; trial, deposition, and hearing
6 transcripts; legal memoranda; correspondence; deposition and trial exhibits; expert
7 reports; attorney work product; and consultant and expert work product even if such
8 materials contain Protected Material. Any such archival copies that contain or
9 constitute Protected Material remain subject to this Order as set forth in Section 4
10 (DURATION).

11 14. SANCTIONS

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

15 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

16 DATED: July 14, 2021

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18 BY:  _____

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20 Honorable Jean P. Rosenbluth
21 United States Magistrate Judge
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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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4 I, _____ [full name], of _____
5 [full address], declare under penalty of perjury that I have read in its entirety and
6 understand the Stipulated Protective Order that was issued by the U.S. District Court
7 for the Central District of California on [date] in the case of *Sunny Misun Kim, et al.*
8 *v. Scottsdale Insurance Company, et al.* Case No. 2:21-CV-02185-ODW-JPR. I agree
9 to comply with and to be bound by all terms of this Stipulated Protective Order, and
10 I understand and acknowledge that failure to so comply could expose me to sanctions
11 and punishment, including contempt. I solemnly promise that I will not disclose in
12 any manner any information or item that is subject to this Stipulated Protective Order
13 to any person or entity except in strict compliance with the provisions of this Order.

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

21 Date: _____

22 City and State where signed: _____

23 Printed name: _____

24 Signature: _____

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