

1 STEPHEN J. ERIGERO (SBN 121616)
 2 MAUREEN C. O'HARA (SBN 155031)
 3 KIM KARELIS (SBN 170268)
 4 ROPERS MAJESKI PC
 5 801 South Figueroa St, Suite 2100
 6 Los Angeles, CA 90017
 Telephone: 213.312.2000
 Facsimile: 213.312.2001
 Email: stephen.erigero@ropers.com
maureen.ohara@ropers.com
kim.karelis@ropers.com

7 Attorneys for Plaintiff
 8 AmTrust Financial Services, Inc.

9
 10 UNITED STATES DISTRICT COURT
 11 CENTRAL DISTRICT OF CALIFORNIA

12 AMTRUST FINANCIAL SERVICES,
 13 INC.,

14 Plaintiff,

15 v.

16 OLD REPUBLIC GENERAL
 17 INSURANCE CORPORATION,

18 Defendant.

Case No. 2:24-cv-04246-HDV-SSC

**REVISED STIPULATED
 PROTECTIVE ORDER¹**

19 **1. INTRODUCTION**

20 1.1 Purposes and Limitations. Discovery in this action is likely to involve
 21 production of confidential, proprietary, or private information for which special
 22 protection from public disclosure and from use for any purpose other than
 23 prosecuting this litigation may be warranted. Accordingly, the parties hereby
 24

25 _____
 26 ¹ This Stipulated Protective Order is substantially based on the model protective
 27 order provided under Magistrate Judge Stephanie S. Christensen's Procedures as of
 28 24 July 2023

REVISED STIPULATED PROTECTIVE ORDER

1 stipulate to and petition the court to enter the following Stipulated Protective Order.
2 The parties acknowledge that this Order does not confer blanket protections on all
3 disclosures or responses to discovery and that the protection it affords from public
4 disclosure and use extends only to the limited information or items that are entitled
5 to confidential treatment under the applicable legal principles.

6 1.2 Good Cause Statement. This is an insurance litigation and/or
7 proprietary information for which special protection from public disclosure and
8 from use for any purpose other than prosecution of this action is warranted. Such
9 confidential and proprietary materials and information consist of, among other
10 things, confidential business or financial information, information regarding
11 confidential business practices, or other confidential research, development, or
12 commercial information (including information implicating privacy rights of third
13 parties), information otherwise generally unavailable to the public, or which may be
14 privileged or otherwise protected from disclosure under state or federal statutes,
15 court rules, case decisions, or common law. Accordingly, to expedite the flow of
16 information, to facilitate the prompt resolution of disputes over confidentiality of
17 discovery materials, to adequately protect information the parties are entitled to keep
18 confidential, to ensure that the parties are permitted reasonable necessary uses of
19 such material in preparation for and in the conduct of trial, to address their handling
20 at the end of the litigation, and serve the ends of justice, a protective order for such
21 information is justified in this matter. It is the intent of the parties that information
22 will not be designated as confidential for tactical reasons and that nothing be so
23 designated without a good faith belief that it has been maintained in a confidential,
24 non-public manner, and there is good cause why it should not be part of the public
25 record of this case.

1 and legal justification, for the requested sealing order. Again, competent evidence
2 supporting the application to file documents under seal must be provided by
3 declaration.

4 Any document that is not confidential, privileged, or otherwise protectable in
5 its entirety will not be filed under seal if the confidential portions can be redacted.
6 If documents can be redacted, then a redacted version for public viewing, omitting
7 only the confidential, privileged, or otherwise protectable portions of the document,
8 shall be filed. Any application that seeks to file documents under seal in their
9 entirety should include an explanation of why redaction is not feasible.

10 **2. DEFINITIONS**

11 2.1 Action: AMTRUST FINANCIAL SERVICES, INC., v. OLD
12 REPUBLIC GENERAL INSURANCE CORPORATION – (Case No.: 2:24-cv-
13 04246-HDV-SSC).

14 2.2 Challenging Party: a Party or Non-Party that challenges the designation
15 of information or items under this Order.

16 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
17 how it is generated, stored or maintained) or tangible things that qualify for
18 protection under Rule 26(c) of the Federal Rules of Civil Procedure, and as specified
19 above in the Good Cause Statement.

20 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
21 their support staff).

22 2.5 Designating Party: a Party or Non-Party that designates information or
23 items that it produces in disclosures or in responses to discovery as
24 “CONFIDENTIAL.”

25 2.6 Disclosure or Discovery Material: all items or information, regardless
26 of the medium or manner in which it is generated, stored, or maintained (including,
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1 among other things, testimony, transcripts, and tangible things), that are produced or
2 generated in disclosures or responses to discovery in this matter.

3 2.7 Expert: a person with specialized knowledge or experience in a matter
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as
5 an expert witness or as a consultant in this Action.

6 2.8 Final Disposition: the later of (1) dismissal of all claims and defenses
7 in this Action, with or without prejudice; and (2) final judgment herein after the
8 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of
9 this Action, including the time limits for filing any motions or applications for
10 extension of time pursuant to applicable law.

11 2.9 In-House Counsel: attorneys who are employees of a party to this
12 Action. In-House Counsel does not include Outside Counsel of Record or any other
13 outside counsel.

14 2.10 Non-Party: any natural person, partnership, corporation, association, or
15 other legal entity not named as a Party to this action.

16 2.11 Outside Counsel of Record: attorneys who are not employees of a party
17 to this Action but are retained to represent or advise a party to this Action and have
18 appeared in this Action on behalf of that party or are affiliated with a law firm which
19 has appeared on behalf of that party, and includes support staff.

20 2.12 Party: any party to this Action, including all of its officers, directors,
21 employees, consultants, retained experts, and Outside Counsel of Record (and their
22 support staffs).

23 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
24 Discovery Material in this Action.

25 2.14 Professional Vendors: persons or entities that provide litigation-
26 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
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1 demonstrations, and organizing, storing, or retrieving data in any form or medium)
2 and their employees and subcontractors.

3 2.15 Protected Material: any Disclosure or Discovery Material that is
4 designated as “CONFIDENTIAL.”

5 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
6 from a Producing Party.

7 **3. SCOPE**

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

13 Any use of Protected Material at trial shall be governed by the orders of the
14 trial judge. This Stipulated Protective Order does not govern the use of Protected
15 Material at trial.

16 **4. TRIAL AND DURATION**

17 The terms of this Stipulated Protective Order apply through Final Disposition
18 of the Action.

19 Once a case proceeds to trial, information that was designated as
20 CONFIDENTIAL or maintained pursuant to this Stipulated Protective Order and
21 used or introduced as an exhibit at trial becomes public and will be presumptively
22 available to all members of the public, including the press, unless compelling
23 reasons supported by specific factual findings to proceed otherwise are made to the
24 trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180–81
25 (distinguishing “good cause” showing for sealing documents produced in discovery
26 from “compelling reasons” standard when merits-related documents are part of
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1 court record). Accordingly, for such materials, the terms of this Stipulated
2 Protective Order do not extend beyond the commencement of the trial.

3 Even after Final Disposition of this litigation, the confidentiality obligations
4 imposed by this Stipulated Protective Order shall remain in effect until a
5 Designating Party agrees otherwise in writing or a court order otherwise directs.

6 **5. DESIGNATING PROTECTED MATERIAL**

7 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

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

2 Designation in conformity with this Stipulated Protective Order requires:

3 (a) for information in documentary form (e.g., paper or electronic
4 documents, but excluding transcripts of depositions or other pretrial or trial
5 proceedings), that the Producing Party affix at a minimum, the legend
6 “CONFIDENTIAL” to each page that contains protected material. If only a
7 portion or portions of the material on a page qualifies for protection, the Producing
8 Party also must clearly identify the protected portion(s) (e.g., by making
9 appropriate markings in the margins).

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

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

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

5 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
6 failure to designate qualified information or items does not, standing alone, waive
7 the Designating Party’s right to secure protection under this Order for such material.
8 Upon timely correction of a designation, the Receiving Party must make reasonable
9 efforts to assure that the material is treated in accordance with the provisions of this
10 Stipulated Protective Order.

11 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

12 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
13 designation of confidentiality at any time that is consistent with the court’s
14 Scheduling Order.

15 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
16 resolution process under Local Rule 37.1 et seq. and with Section 2 of Judge
17 Christensen’s Civil Procedures titled “Brief Pre-Discovery Motion Conference.”²

18 6.3 The burden of persuasion in any such challenge proceeding shall be on
19 the Designating Party. Frivolous challenges, and those made for an improper
20 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
21 parties) may expose the Challenging Party to sanctions. Unless the Designating
22 Party has waived or withdrawn the confidentiality designation, all parties shall
23 continue to afford the material in question the level of protection to which it is
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25 _____
26 ² Judge Christensen’s Procedures are available at
27 <https://www.cacd.uscourts.gov/honorable-stephanie-s-christensen>.

1 entitled under the Producing Party’s designation until the court rules on the
2 challenge.

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

4 7.1 Basic Principles. A Receiving Party may use Protected Material that
5 is disclosed or produced by another Party or by a Non-Party in connection with this
6 Action only for prosecuting, defending, or attempting to settle this Action. Such
7 Protected Material may be disclosed only to the categories of persons and under the
8 conditions described in this Order. When the Action reaches a Final Disposition, a
9 Receiving Party must comply with the provisions of section 13 below.

10 Protected Material must be stored and maintained by a Receiving Party at a
11 location and in a secure manner that ensures that access is limited to the persons
12 authorized under this Stipulated Protective Order.

13 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
14 otherwise ordered by the court or permitted in writing by the Designating Party, a
15 Receiving Party may disclose any information or item designated
16 “CONFIDENTIAL” only:

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

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

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

25 (d) to the court and its personnel;

26 (e) to court reporters and their staff;

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

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

6 (h) during their depositions, to witnesses, and attorneys for witnesses, in
7 the Action to whom disclosure is reasonably necessary, provided: (1) the deposing
8 party requests that the witness sign the “Acknowledgment and Agreement to Be
9 Bound” (Exhibit A); and (2) the witness will not be permitted to keep any
10 confidential information unless they sign the “Acknowledgment and Agreement to
11 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or
12 ordered by the court. Pages of transcribed deposition testimony or exhibits to
13 depositions that reveal Protected Material may be separately bound by the court
14 reporter and may not be disclosed to anyone except as permitted under this
15 Stipulated Protective Order; and

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

18 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
19 **PRODUCED IN OTHER LITIGATION**

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

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

25 (b) promptly notify in writing the party who caused the subpoena or order
26 to issue in the other litigation that some or all of the material covered by the
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1 subpoena or order is subject to this Protective Order. Such notification shall include
2 a copy of this Stipulated Protective Order; and

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

5 If the Designating Party timely seeks a protective order, the Party served
6 with the subpoena or court order shall not produce any information designated in
7 this action as “CONFIDENTIAL” before a determination by the court from which
8 the subpoena or order issued, unless the Party has obtained the Designating Party’s
9 permission. The Designating Party shall bear the burden and expense of seeking
10 protection in that court of its confidential material and nothing in these provisions
11 should be construed as authorizing or encouraging a Receiving Party in this Action
12 to disobey a lawful directive from another court.

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

15 9.1 Application. The terms of this Stipulated Protective Order are
16 applicable to information produced by a Non-Party in this Action and designated as
17 “CONFIDENTIAL.” Such information produced by Non-Parties in connection with
18 this litigation is protected by the remedies and relief provided by this Order.
19 Nothing in these provisions should be construed as prohibiting a Non-Party from
20 seeking additional protections.

21 9.2 Notification. In the event that a Party is required, by a valid discovery
22 request, to produce a Non-Party’s confidential information in its possession, and the
23 Party is subject to an agreement with the Non-Party not to produce the Non-
24 Party’s confidential information, then the Party shall:

25 (a) promptly notify in writing the Requesting Party and the Non-Party
26 that some or all of the information requested is subject to a confidentiality

1 agreement with a Non-Party;

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

4 9.3 Conditions of Production. If the Non-Party fails to seek a protective
5 order from this court within 14 days of receiving the notice and accompanying
6 information, the Receiving Party may produce the Non-Party's confidential
7 information responsive to the discovery request. If the Non-Party timely seeks a
8 protective order, the Receiving Party shall not produce any information in its
9 possession or control that is subject to the confidentiality agreement with the Non-
10 Party before a determination by the court. Absent a court order to the contrary, the
11 Non-Party shall bear the burden and expense of seeking protection in this court of its
12 Protected Material.

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

14 If a Receiving Party learns that, by inadvertence or otherwise, it has
15 disclosed Protected Material to any person or in any circumstance not authorized
16 under this Stipulated Protective Order, the Receiving Party must immediately (a)
17 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
18 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
19 the person or persons to whom unauthorized disclosures were made of all the terms
20 of this Order, and (d) request such person or persons to execute the
21 "Acknowledgment and Agreement to Be Bound" (Exhibit A).

22 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
23 **PROTECTED MATERIAL**

24 When a Producing Party gives notice to Receiving Parties that certain
25 inadvertently produced material is subject to a claim of privilege or other
26 protection, the obligations of the Receiving Parties are those set forth in Rule
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1 26(b)(5)(B) of the Federal Rules of Civil Procedure. This provision is not intended
2 to modify whatever procedure may be established in an e-discovery order that
3 provides for production without prior privilege review. Pursuant to Rules 502(d)
4 and (e) of the Federal Rules of Evidence, insofar as the parties reach an agreement
5 on the effect of disclosure of a communication or information covered by the
6 attorney-client privilege or work product protection, the parties may incorporate
7 their agreement in the stipulated protective order submitted to the court.

8 **12. MISCELLANEOUS**

9 12.1 Right to Further Relief. Nothing in this Stipulated Protective Order
10 abridges the right of any person to seek its modification by the court in the future.

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

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

23 **13. FINAL DISPOSITION**

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

15 Protected Material remain subject to this Protective Order as set forth in
16 Section 4.

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14. VIOLATION

Any violation of this Stipulated Protective Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: March 11, 2025 ROPERS MAJESKI PC

/s/ Maureen C. O'Hara

STEPHEN J. ERIGERO
MAUREEN C. O'HARA
KIM KARELIS
Attorneys for Plaintiff
AmTrust Financial Services, Inc.

DATED: March 11, 2025 FREEMAN, MATHIS & GARY

/s/ Laura J. Ruettgers

ALBERT ALIKIN
LAURA J. RUETTGER
P. BETTY SU
Attorneys for Defendant
Old Republic General Insurance
Company

SIGNATURE ATTESTATION

I hereby attest that all the signatories electronically listed above concur in this filing's content and have authorized for filing in compliance with Local Rule 5-4.3.4(a)(2)(i).

Dated: March 11, 2025 /s/ Maureen C. O'Hara
Maureen C. O'Hara

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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: March 11, 2025



STEPHANIE S. CHRISTENSEN
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 _____ *AmTrust Financial Services,*
Inc. v. Defendant Old Republic General Insurance Corporation, Case No. 2:24-
cv-04246-HDV-SSC. 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

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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: _____