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10 UNITED STATES DISTRICT COURT
 11 CENTRAL DISTRICT OF CALIFORNIA
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13 HASA, INC., a California corporation,

14 Plaintiff,

15 v.

16 STEADFAST INSURANCE COMPANY, a
 Delaware corporation; CHARTIS SPECIALTY
 17 INSURANCE COMPANY, an Illinois
 corporation; and DOES 1 through 10, inclusive,

18 Defendants.
 19

Case No. 5:14-cv-00505-SPx

**STIPULATION AND PROTECTIVE
 ORDER RE CONFIDENTIALITY OF
 DISCOVERY MATERIALS**

**[NOTE CHANGES MADE BY COURT IN
 ORDER]**

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1 Plaintiff, Hasa, Inc. (“Hasa”), and defendants, Steadfast Insurance Company (“Steadfast”)
2 and Chartis Specialty Insurance Company (“Chartis Specialty”), by and through their respective
3 counsel of record, agree that certain documents, testimony and information to be provided in the
4 above-captioned action (the “Action”) may be claimed to contain confidential information (as
5 defined below), the unrestricted disclosure of which would be detrimental to legitimate
6 confidential business or privacy interests and hereby agree as follows:

7 1. This Stipulation and Protective Order Re Confidentiality of Discovery Materials
8 (“Protective Order”) shall be applicable to and govern “Discovery Materials,” which means all
9 discovery materials (documents, interrogatory answers, responses to requests for admissions,
10 responses to subpoenas *duces tecum*, and depositions) produced or obtained from any party or
11 non-party in the course of the Action to the extent such materials qualify for “Confidential”
12 treatment in accordance with this Protective Order.

13 2. Any party to this Protective Order may designate as “Confidential” any Discovery
14 Materials that the party believes in good faith satisfies the definition of “Confidential” as
15 described in paragraph 3 of this Protective Order. Any non-party to this action may designate any
16 discovery material produced by it, whether pursuant to subpoena or by agreement, as
17 “Confidential” pursuant to the terms of this Protective Order, upon such non-party’s execution of
18 an Acknowledgement and Agreement to be Bound in the form attached to this Protective Order as
19 Exhibit A. The word “Party” is used in this Protective Order to refer to Plaintiffs, Defendants, and
20 Hasa, Steadfast, Chartis Specialty, and any other party who later appears in this action and
21 becomes bound by the terms of this Protective Order.

22 3. The term “Confidential”, as used in this Protective Order, means Discovery
23 Materials that the producing Party believes in good faith constitute, contain or would disclose the
24 producing Party’s non-public competitive, confidential, proprietary, trade secret, private, or other
25 information of a sensitive nature.

26 4. Discovery Materials designated as “Confidential” are referred to in this Protective
27 Order collectively as “Designated Materials.”

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1 5. The designation of Discovery Materials as “Confidential” shall be made in
2 the following manner:

3 a. Designation of Documents or Other Written Materials (apart from
4 transcripts of depositions taken in this Action): The designation as “Confidential” of documents
5 or other written materials (apart from transcripts of depositions taken in this Action) shall be made
6 by affixing (without obscuring or defacing the document) the legend “CONFIDENTIAL” to each
7 page containing any “Confidential” material, or, if impracticable, by otherwise clearly indicating
8 via cover letter or other written communication by the designating Party that the specified
9 materials are “Confidential.”

10 b. Designation of Electronically Stored Information: Any “Confidential”
11 electronically stored information produced on magnetic disks or other computer-related media
12 shall be designated as such by labeling each disk or other computer-related media
13 “CONFIDENTIAL” prior to production. Electronic or native documents or information shall be
14 similarly labeled, or, if impracticable, by otherwise clearly indicating via cover letter or other
15 written communication by the designating Party that the specified materials are “Confidential.” If
16 a receiving Party generates any “hard copy” or printout from any such disks or other computer-
17 related media, or from any such electronic or native documents or information, that Party shall
18 treat such “hard copy” or printout as “Confidential” under the terms of this Protective Order.

19 c. Designation of Deposition Testimony and Exhibits: Deposition testimony
20 and any exhibits introduced or discussed during a deposition or other pre-trial testimony (to the
21 extent not already designated “Confidential”) shall be designated “Confidential” by oral
22 designation on the record, or by written notice sent by counsel for the designating Party to all
23 Parties within ten (10) days after receiving a copy of the final, hard copy transcript of such
24 deposition, identifying the specific pages and lines of the transcript designated as “Confidential.”
25 If a “Confidential” designation is made, counsel for the designating Party shall direct that the
26 legend “Confidential” be affixed to the original and all copies of the transcript. Pending expiration
27 of this ten (10) day period, all Parties shall treat the entire testimony and all exhibits as if such
28 materials had been designated as “Confidential.” The Parties may modify this procedure for any

1 particular deposition through agreement on the record at such depositions without further order of
2 the Court.

3 6. Designated Materials shall be used by Authorized Recipients (as defined in
4 paragraph 7 below) solely for the purposes of this litigation and shall not be used for any business
5 or other purpose. The restrictions on use of Designated Materials set forth in this Protective Order
6 shall survive the conclusion of this Action, and, after conclusion of this Action, the Court shall
7 retain jurisdiction for the purpose of enforcing this Protective Order.

8 7. “Designated Materials,” or copies or extracts therefrom or the information therein,
9 may be given, shown, made available to, or communicated only to the following “Authorized
10 Recipients”:

- 11 (a) The Court;
- 12 (b) Court personnel, mediators, and court reporters and videographers
13 recording testimony in this Action;
- 14 (c) Counsel of record for the Parties and employees of such counsel to whom it
15 is necessary that the Designated Materials be shown for purposes of the prosecution or defense of
16 this Action;
- 17 (d) The Parties, including current and former directors, officers and employees
18 of the Parties and their affiliates (including claims personnel, employed counsel, technical
19 personnel, clerical personnel, and support staff), to whom it is necessary that the Designated
20 Materials be shown for purposes of the prosecution or defense of this Action or the adjustment,
21 management, or administration of the underlying claims asserted against Hasa;
- 22 (e) Consultants and experts, and employees of such consultants or experts,
23 assisting counsel in this Action, who have executed the Acknowledgement and Agreement to be
24 Bound in the form attached to this Protective Order as Exhibit A;
- 25 (f) Witnesses or deponents (other than witnesses and deponents otherwise
26 covered by (d) above), and their counsel, during the course of depositions or testimony in this
27 Action;
- 28 (g) Insurers, reinsurers, and auditors in the ordinary course of a Party’s

1 business;

2 (h) Employees of copying, imaging, and computer services vendors retained by
3 the Parties for the purpose of copying, imaging, processing or organizing documents;

4 (i) Any other person, upon the prior written agreement of the Party or non-
5 party who designated Discovery Materials as “Confidential” (which agreement may be recorded in
6 a deposition or other transcript) or upon order of the Court.

7 8. Any Party designating any Discovery Materials as “Confidential” shall first
8 determine in good faith whether those materials constitute “Confidential” information covered by
9 this Protective Order. The receiving party may object in good faith to such designation at any
10 time. If any Party disagrees with another Party’s designation, the disagreeing Party must send an
11 objection in writing to the designating Party. The Parties will then have fifteen (15) days to
12 negotiate an informal resolution of the dispute. If attempts at an informal resolution of any such
13 dispute prove unsuccessful, the designating Party shall then file with the Court, within fifteen (15)
14 days thereafter, a noticed motion for protection pursuant to the Federal Rules of Civil Procedure.
15 Failure to do so shall result in the withdrawal of the designation. The Party, who asserts the
16 confidentiality of any such Designated Materials, shall bear the burden of proving that the
17 Designated Materials are entitled to the protection accorded by this Protective Order. Any
18 Discovery Materials, the designation of which is subject to such dispute, shall be treated as
19 originally designated, pending resolution and a determination by the Court or agreement to the
20 contrary.

21 9. Without written permission from the designating Party or a Court order, a Party
22 may not file in the public record in this action any Designated Materials. The procedures set forth
23 in Local Rule 79-5 *et seq.* shall govern Designated Materials sought to be filed with the Court. If
24 a receiving Party’s request to file Designated Materials under seal pursuant to Local Rule 79-5.1 is
25 denied by the Court, then the receiving party may file the Designated Material in the public record
26 unless (1) the designating Party seeks reconsideration within four days of the denial, or (2) as
27 otherwise instructed by the Court.

28 10. This Protective Order, the fact of its adoption or entry, and any provision of this

1 Protective Order or form attached to this Protective Order shall not be admissible for any purpose
2 of this litigation, except to the extent necessary to enforce the terms of this Protective Order.

3 11. Nothing in this Protective Order (a) affects in any way the admissibility of any
4 documents, testimony, or other evidence at trial or used at deposition; (b) restricts the use of
5 documents or information that a Party did not obtain from another Party during the pendency of
6 and in connection with this Action; or (c) prevents disclosure beyond the terms of the Protective
7 Order if the Party designating the Confidential Materials consents to such disclosure, or if the
8 Court orders such disclosure.

9 12. Nothing in this Protective Order affects the rights of the Party or non-party that
10 produced the Designated Materials to use or disclose them in any way. Such disclosure shall not
11 waive the protections of this Protective Order and shall not entitle other Parties, non-parties, or
12 their attorneys to use or disclose the Designated Materials in violation of the Protective Order,
13 unless they become unprotected or their designation is withdrawn or successfully challenged
14 pursuant to paragraphs 8 of this Protective Order.

15 13. No Party shall be responsible to another Party for any use made of information
16 produced and not identified by the producing Party as Confidential in accordance with the
17 provisions of this Protective Order.

18 14. If any Party inadvertently produces Discovery Materials that it determines to be
19 “Confidential,” without designating them as such, that Party may provide written notice requesting
20 that the Discovery Materials and all copies thereof be stamped with the appropriate designation.
21 The receiving parties shall comply with the request and treat the inadvertently produced Discovery
22 Materials as “Confidential” pursuant to the terms of this Protective Order, but may then challenge
23 the claim of confidentiality as provided elsewhere in this Protective Order. The inadvertent or
24 unintentional disclosure by the producing Party of Confidential Materials shall not be deemed a
25 waiver, in whole or in part, of the confidential nature of such material. In the case of such an
26 inadvertent production or disclosure of Confidential Materials, a Party receiving such
27 inadvertently disclosed information shall have no liability resulting from any disclosures of such
28 information by the receiving Party occurring prior to being notified that the information has been

1 designated as Confidential.

2 15. The inadvertent production of any information in this Action by any Party that the
3 producing Party later claims should have been withheld on grounds of a privilege, including the
4 work product doctrine (“Inadvertently Produced Privileged Material”), will not be deemed to
5 waive any privilege or work product protection. A Party that produced Inadvertently Produced
6 Privileged Material may request the return of any such Material by notifying the Party receiving
7 such Material of the inadvertent disclosure, identifying the Material and providing the basis for the
8 claim of privilege or work product protection. If, pursuant to this paragraph, a Party requests the
9 return of such an Inadvertently Produced Privileged Material then in the custody of one or more
10 Parties, the receiving Parties shall promptly return to the requesting Party or expunge the
11 Inadvertently Produced Privileged Material and all copies thereof and may not use or disclose the
12 claimed privileged or work product protected information in such Material until the claim is
13 resolved. Nothing in this paragraph constitutes a waiver of any Party’s right to challenge a
14 producing Party’s claim of privilege or work product for any reason, including the manner in
15 which such Material as to which the privilege or work product protection is claimed was produced.
16 After such Material is returned or expunged pursuant to this paragraph, a Party may move the
17 Court for an order compelling production of such Material. Disputing the privileged or work
18 product status of such Material does not alter the receiving Party’s obligations with respect to such
19 Material under this Protective Order pending resolution of the dispute.

20 16. Should any Party bound by this Protective Order receive a subpoena, document
21 request, civil investigation demand, or other process from a third party seeking the production or
22 disclosure of Discovery Materials designated as “Confidential” by someone other than that Party
23 (a “Discovery Request”), the Party receiving the Discovery Request shall promptly give written
24 notice, within ten (10) days if receipt of the Discovery Request, to the Party who designated the
25 information that is sought. The Party receiving any such Discovery Request shall not disclose any
26 Designated Materials in response to the Discovery Request without first providing the designating
27 Party a reasonable opportunity to seek appropriate protective treatment or other relief. It shall be
28 the obligation of the designating Party to obtain an order from an appropriate court to preclude or

1 restrict production of any Designated Materials. Nothing in this Protective Order shall be
2 construed as requiring the Party receiving the Discovery Request or anyone else covered by this
3 Protective Order to challenge or appeal any order requiring the production of information or
4 materials covered by this Protective Order, or to subject itself to any penalties for non-compliance
5 with any legal process, or order, or to seek any relief from any court. The Party receiving the
6 Discovery Request shall continue to abide by the terms of this Protective Order and maintain the
7 confidentiality of any Designated Material sought by the Discovery Request unless and until either
8 (a) the designating Party consents to the production of the Designated Material pursuant to the
9 Discovery Request, (b) the Party receiving the Discovery Request is directed to produce the
10 Designated Material by a court having competent jurisdiction over the dispute and the parties
11 thereto, or (c) the designating Party has failed to obtain an order from the appropriate Court to
12 preclude or restrict production of any requested Designated Material pursuant to the Discovery
13 Request by the date for compliance stated in the Discovery Request.

14 17. The procedures set forth in this Protective Order shall not affect the rights of the
15 Parties to object to discovery on any grounds other than those related to the confidentiality of the
16 documents, nor shall it relieve a Party of the necessity of proper responses or objections to
17 discovery requests, nor shall it preclude any Party from seeking further relief or protective orders
18 from the Court as may be appropriate.

19 18. After the termination of this litigation and the expiration of the time for appeal, all
20 originals and copies of any documents containing Confidential information, and all extracts of
21 such documents, shall be maintained in a manner which will prevent the disclosure of such
22 documents to persons not authorized to see them under the terms of this Protective Order. This
23 provision does not apply to the Court and imposes no obligation on the Court to alter its chosen
24 procedures for the return or destruction of filed documents.

25 19. This Protective Order may only be modified by written agreement of the Parties,
26 subject to the approval of the Court, or by the Court.

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DATED: September_____, 2014

REED SMITH

By: _____
David Halbreich
Attorneys for Plaintiff, Hasa, Inc.

DATED: September_____, 2014

SELMAN BREITMAN LLP

By: _____
Jan Pocaterra
Attorneys for Defendant Steadfast Insurance
Company

DATED: September_____, 2014

BINGHAM MCCUTCHEN LLP

By: _____
Frank Kaplan
Attorneys for Defendant Chartis Specialty
Insurance Company

ORDER

Based on the foregoing stipulation, and good cause appearing therefor, IT IS SO ORDERED, with the following amendment: Any motion for protection filed as provided in paragraph 8 shall comply with Local Civil Rule 37, including the joint stipulation requirement.

DATED: October 20, 2014

_____/s/_____
The Honorable Sheri Pym
United States Magistrate Judge

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EXHIBIT A

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

HASA, INC., a California corporation,

Plaintiff,

v.

STEAD FAST INSURANCE COMPANY, a
Delaware corporation; CHARTIS SPECIALTY
INSURANCE COMPANY, an Illinois
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 5-14-cv-00505-MMM-SPx

**ACKNOWLEDGEMENT AND
AGREEMENT TO BE BOUND BY
STIPULATION AND PROTECTIVE
ORDER RE CONFIDENTIALITY OF
DISCOVERY MATERIALS**

I, the undersigned, declare as follows:

1. I have read in its entirety the STIPULATION AND PROTECTIVE ORDER RE: CONFIDENTIALITY OF DISCOVERY MATERIALS (“Order”) entered by The Honorable Margaret Morrow, United States District Judge, in this lawsuit, and know the contents thereof.

2. I understand the terms of the Order, and I agree to comply with and to be bound by all such terms.

3. I specifically understand and agree that I shall not use or disclose in any manner any information or item that is the subject of the Order to any person or entity except in strict compliance with the provisions of the Order.

4. I submit to the jurisdiction of the United States District Court for the Central District of California for the limited purpose of any proceeding to enforce the terms of the Order.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on _____, 201__, at _____.

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By: _____
Signature

Name: _____
Individual

Entity/Business: _____