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9 Attorneys for Defendant  
 FEDERAL INSURANCE COMPANY

10  
 11 UNITED STATES DISTRICT COURT  
 12 CENTRAL DISTRICT OF CALIFORNIA

14 MARY OLSEN KELLY,

15 Plaintiff,

16 v.

17 FEDERAL INSURANCE COMPANY AND  
 DOES 1 TO 100,

18 Defendants.

Case No. 5:20-cv-01567-JGB-SHK(x)

**STIPULATED PROTECTIVE  
 ORDER**

**DISCOVERY MATTER**

[DISCOVERY DOCUMENT:  
 REFERRED TO MAGISTRATE JUDGE  
 SHASHI H. KEWALRAMANI]

**[DIVERSITY]**

22 IT IS HEREBY STIPULATED by and between the Parties, Plaintiff MARY  
 23 OLSEN KELLY, and Defendant FEDERAL INSURANCE COMPANY, by and through  
 24 their respective counsel of record, that in order to facilitate the exchange of information  
 25 and documents which may be subject to confidentiality limitations on disclosure due to  
 26 federal laws, state laws, and privacy rights, the Parties stipulate as follows:

27 **I. PURPOSES AND LIMITATIONS**

28 A. Discovery in this action is likely to involve production of confidential,

1 proprietary, or private information for which special protection from public  
2 disclosure and from use for any purpose other than prosecuting this litigation  
3 may be warranted. Accordingly, the parties hereby stipulate to and petition  
4 the Court to enter the following Stipulated Protective Order. The parties  
5 acknowledge that this Order does not confer blanket protections on all  
6 disclosures or responses to discovery and that the protection it affords from  
7 public disclosure and use extends only to the limited information or items that  
8 are entitled to confidential treatment under the applicable legal principles.  
9 The parties further acknowledge, as set forth in Section XIII(C), below, that  
10 this Stipulated Protective Order does not entitle them to file confidential  
11 information under seal; Civil Local Rule 79-5 sets forth the procedures that  
12 must be followed and the standards that will be applied when a party seeks  
13 permission from the Court to file material under seal. The parties further  
14 acknowledge the Standing Order of Judge Jesus G. Bernal as to the filing of  
15 documents under seal.

16 **II. GOOD CAUSE STATEMENT**

17 This action is likely to involve trade secrets, insurance policy underwriting  
18 and claims handling information, customer and pricing information, and other  
19 valuable research, development, commercial, financial, technical and/or  
20 proprietary information for which special protection from public disclosure  
21 and from use for any purpose other than prosecution of this action is  
22 warranted. Such confidential and proprietary materials and information  
23 consist of, among other things, confidential business or financial information,  
24 information regarding confidential business practices, or other confidential  
25 research, development, or commercial information (including information  
26 implicating privacy rights of third parties), information otherwise generally  
27 unavailable to the public, or which may be privileged or otherwise protected  
28 from disclosure under state or federal statutes, court rules, case decisions, or

1 common law. Accordingly, to expedite the flow of information, to facilitate  
2 the prompt resolution of disputes over confidentiality of discovery materials,  
3 to adequately protect information the parties are entitled to keep confidential,  
4 to ensure that the parties are permitted reasonable necessary uses of such  
5 material in preparation for and in the conduct of trial, to address their  
6 handling at the end of the litigation, and serve the ends of justice, a protective  
7 order for such information is justified in this matter. It is the intent of the  
8 parties that information will not be designated as confidential for tactical  
9 reasons and that nothing be so designated without a good faith belief that it  
10 has been maintained in a confidential, non-public manner, and there is good  
11 cause why it should not be part of the public record of this case.

12 **III. DEFINITIONS**

13 A. Action: This pending federal law suit.

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

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

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

22 E. 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 F. Disclosure or Discovery Material: All items or information, regardless  
26 of the medium or manner in which it is generated, stored, or maintained  
27 (including, among other things, testimony, transcripts, and tangible things),  
28 that are produced or generated in disclosures or responses to discovery in this

1 matter.

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

5 H. House Counsel: Attorneys who are employees of a party to this Action.  
6 House Counsel does not include Outside Counsel of Record or any other  
7 outside counsel.

8 I. Non-Party: Any natural person, partnership, corporation, association, or  
9 other legal entity not named as a Party to this action.

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

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

18 L. Producing Party: A Party or Non-Party that produces Disclosure or  
19 Discovery Material in this Action.

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

24 N. Protected Material: Any Disclosure or Discovery Material that is  
25 designated as “CONFIDENTIAL.”

26 O. Receiving Party: A Party that receives Disclosure or Discovery  
27 Material from a Producing Party.

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1 **IV. SCOPE**

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

7 B. Any use of Protected Material at trial shall be governed by the orders of  
8 the trial judge. This Order does not govern the use of Protected Material at  
9 trial.

10 **V. DURATION**

11 Even after final disposition of this litigation, the confidentiality obligations  
12 imposed by this Order shall remain in effect until a Designating Party agrees  
13 otherwise in writing or a court order otherwise directs. Final disposition shall  
14 be deemed to be the later of (1) dismissal of all claims and defenses in this  
15 Action, with or without prejudice; and (2) final judgment herein after the  
16 completion and exhaustion of all appeals, rehearings, remands, trials, or  
17 reviews of this Action, including the time limits for filing any motions or  
18 applications for extension of time pursuant to applicable law.

19 **VI. DESIGNATING PROTECTED MATERIAL**

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

21 1. Each Party or Non-Party that designates information or items for  
22 protection under this Order must take care to limit any such designation  
23 to specific material that qualifies under the appropriate standards. The  
24 Designating Party must designate for protection only those parts of  
25 material, documents, items, or oral or written communications that  
26 qualify so that other portions of the material, documents, items, or  
27 communications for which protection is not warranted are not swept  
28 unjustifiably within the ambit of this Order.

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

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

10 B. Manner and Timing of Designations

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

15 2. Designation in conformity with this Order requires the following:

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

25 (b) A Party or Non-Party that makes original documents  
26 available for inspection need not designate them for protection  
27 until after the inspecting Party has indicated which documents it  
28 would like copied and produced. During the inspection and

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before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(c) For testimony given in depositions, that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

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

C. Inadvertent Failure to Designate

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

1 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 A. Timing of Challenges

3 Any party or Non-Party may challenge a designation of confidentiality  
4 at any time that is consistent with the Court’s Scheduling Order.

5 B. Meet and Confer

6 The Challenging Party shall initiate the dispute resolution process  
7 under Local Rule 37.1 *et seq.*

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

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

17 A. Basic Principles

18 1. A Receiving Party may use Protected Material that is disclosed or  
19 produced by another Party or by a Non-Party in connection with this  
20 Action only for prosecuting, defending, or attempting to settle this  
21 Action. Such Protected Material may be disclosed only to the  
22 categories of persons and under the conditions described in this Order.  
23 When the Action has been terminated, a Receiving Party must comply  
24 with the provisions of Section XIV below.

25 2. Protected Material must be stored and maintained by a Receiving  
26 Party at a location and in a secure manner that ensures that access is  
27 limited to the persons authorized under this Order.

28 B. Disclosure of “CONFIDENTIAL” Information or Items

1 1. Unless otherwise ordered by the Court or permitted in writing by  
2 the Designating Party, a Receiving Party may disclose any information  
3 or item designated “CONFIDENTIAL” only to:

4 (a) The Receiving Party’s Outside Counsel of Record in this  
5 Action, as well as employees of said Outside Counsel of Record  
6 to whom it is reasonably necessary to disclose the information  
7 for this Action;

8 (b) The officers, directors, agents and employees (including  
9 House Counsel) of the Receiving Party to whom disclosure is  
10 reasonably necessary for this Action;

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

15 (d) The Court and its personnel;

16 (e) Court reporters and their staff;

17 (f) Professional jury or trial consultants, mock jurors, and  
18 Professional Vendors to whom disclosure is reasonably  
19 necessary or this Action and who have signed the  
20 “Acknowledgment and Agreement to be Bound” attached as  
21 Exhibit A hereto;

22 (g) The author or recipient of a document containing the  
23 information or a custodian or other person who otherwise  
24 possessed or knew the information;

25 (h) During their depositions, witnesses, and attorneys for  
26 witnesses, in the Action to whom disclosure is reasonably  
27 necessary provided: (i) the deposing party requests that the  
28 witness sign the “Acknowledgment and Agreement to Be

1 Bound;” and (ii) they will not be permitted to keep any  
2 confidential information unless they sign the “Acknowledgment  
3 and Agreement to Be Bound,” unless otherwise agreed by the  
4 Designating Party or ordered by the Court. Pages of transcribed  
5 deposition testimony or exhibits to depositions that reveal  
6 Protected Material may be separately bound by the court reporter  
7 and may not be disclosed to anyone except as permitted under  
8 this Stipulated Protective Order; and

9 (i) Any mediator or settlement officer, and their supporting  
10 personnel, mutually agreed upon by any of the parties engaged in  
11 settlement discussions.

12 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
13 **PRODUCED IN OTHER LITIGATION**

14 A. If a Party is served with a subpoena or a court order issued in other  
15 litigation that compels disclosure of any information or items designated in  
16 this Action as “CONFIDENTIAL,” that Party must:

- 17 1. Promptly notify in writing the Designating Party. Such  
18 notification shall include a copy of the subpoena or court order;
- 19 2. Promptly notify in writing the party who caused the subpoena or  
20 order to issue in the other litigation that some or all of the material  
21 covered by the subpoena or order is subject to this Protective Order.  
22 Such notification shall include a copy of this Stipulated Protective  
23 Order; and
- 24 3. Cooperate with respect to all reasonable procedures sought to be  
25 pursued by the Designating Party whose Protected Material may be  
26 affected.

27 B. If the Designating Party timely seeks a protective order, the Party  
28 served with the subpoena or court order shall not produce any information

1 designated in this action as “CONFIDENTIAL” before a determination by the  
2 Court from which the subpoena or order issued, unless the Party has obtained  
3 the Designating Party’s permission. The Designating Party shall bear the  
4 burden and expense of seeking protection in that court of its confidential  
5 material and nothing in these provisions should be construed as authorizing or  
6 encouraging a Receiving Party in this Action to disobey a lawful directive  
7 from another court.

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

10 A. The terms of this Order are applicable to information produced by a  
11 Non-Party in this Action and designated as “CONFIDENTIAL.” Such  
12 information produced by Non-Parties in connection with this litigation is  
13 protected by the remedies and relief provided by this Order. Nothing in these  
14 provisions should be construed as prohibiting a Non-Party from seeking  
15 additional protections.

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

- 20 1. Promptly notify in writing the Requesting Party and the Non-  
21 Party that some or all of the information requested is subject to a  
22 confidentiality agreement with a Non-Party;
- 23 2. Promptly provide the Non-Party with a copy of the Stipulated  
24 Protective Order in this Action, the relevant discovery request(s), and a  
25 reasonably specific description of the information requested; and
- 26 3. Make the information requested available for inspection by the  
27 Non-Party, if requested.

28 C. If the Non-Party fails to seek a protective order from this court within

1 14 days of receiving the notice and accompanying information, the Receiving  
2 Party may produce the Non-Party's confidential information responsive to the  
3 discovery request. If the Non-Party timely seeks a protective order, the  
4 Receiving Party shall not produce any information in its possession or control  
5 that is subject to the confidentiality agreement with the Non-Party before a  
6 determination by the court. Absent a court order to the contrary, the Non-  
7 Party shall bear the burden and expense of seeking protection in this court of  
8 its Protected Material.

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

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

19 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
20 **PROTECTED MATERIAL**

21 A. When a Producing Party gives notice to Receiving Parties that certain  
22 inadvertently produced material is subject to a claim of privilege or other  
23 protection, the obligations of the Receiving Parties are those set forth in  
24 Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended  
25 to modify whatever procedure may be established in an e-discovery order that  
26 provides for production without prior privilege review. Pursuant to Federal  
27 Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on  
28 the effect of disclosure of a communication or information covered by the

1 attorney-client privilege or work product protection, the parties may  
2 incorporate their agreement in the Stipulated Protective Order submitted to  
3 the Court.

4 **XIII. MISCELLANEOUS**

5 A. Right to Further Relief

6 Nothing in this Order abridges the right of any person to seek its  
7 modification by the Court in the future.

8 B. Right to Assert Other Objections

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

15 C. Filing Protected Material

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

23 **XIV. FINAL DISPOSITION**

24 A. After the final disposition of this Action, as defined in Section V, within  
25 sixty (60) days of a written request by the Designating Party, each Receiving  
26 Party must return all Protected Material to the Producing Party or destroy  
27 such material. As used in this subdivision, "all Protected Material" includes  
28 all copies, abstracts, compilations, summaries, and any other format

1 reproducing or capturing any of the Protected Material. Whether the  
2 Protected Material is returned or destroyed, the Receiving Party must submit  
3 a written certification to the Producing Party (and, if not the same person or  
4 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
5 category, where appropriate) all the Protected Material that was returned or  
6 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
7 abstracts, compilations, summaries or any other format reproducing or  
8 capturing any of the Protected Material. Notwithstanding this provision,  
9 Counsel are entitled to retain an archival copy of all pleadings, motion papers,  
10 trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
11 deposition and trial exhibits, expert reports, attorney work product, and  
12 consultant and expert work product, even if such materials contain Protected  
13 Material. Any such archival copies that contain or constitute Protected  
14 Material remain subject to this Protective Order as set forth in Section V.  
15 B. Any violation of this Order may be punished by any and all appropriate  
16 measures including, without limitation, contempt proceedings and/or  
17 monetary sanctions.

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**CERTIFICATE OF SERVICE**  
*Mary Olsen Kelly v. Federal Insurance Company, et al.*  
USDC-CD, Eastern Division, Case No. 5:20-cv-01567-JGB-SHK

STATE OF CALIFORNIA, COUNTY OF SACRAMENTO

At the time of service, I was over 18 years of age and not a party to the action. My business address is 2020 W. El Camino Avenue, Suite 300, Sacramento, California 95833. I am employed in the office of a member of the bar of this Court at whose direction the service was made.

On March 29, 2021, I served the following document: **STIPULATED PROTECTIVE ORDER**

I served the document on the following person at the following address (including a fax number and email address, if applicable):

Stephen Loomis Bucklin, Esq. <b>THE BUCKLIN LAW FIRM</b> 967 1/2 W. 8 <sup>th</sup> Street San Pedro, CA 90731 <i>Attorneys for Plaintiff Mary Olsen Kelly</i>	Tel: 818.337.8180 Email: stephenbucklin@gmail.com
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The document was served by the following means:

**(BY ELECTRONIC TRANSMISSION ONLY)** **Note that during the Coronavirus (COVID-19) pandemic, this office will be working remotely, not able to send physical mail as usual, and is therefore using only electronic mail.** No electronic message or other indication that the transmission was unsuccessful was received within a reasonable time after the transmission.

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

Dated: March 29, 2021



\_\_\_\_\_  
Sandra Hayes