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15 IN THE UNITED STATES DISTRICT COURT
 16 FOR THE CENTRAL DISTRICT OF CALIFORNIA
 SOUTHERN DIVISION

17 ALLIED PROFESSIONALS' 18 INSURANCE SERVICES, a 19 California corporation, and ALLIED PROFESSIONALS INSURANCE 20 COMPANY, A RISK RETENTION GROUP, INC., an Arizona corporation, 21 22 Plaintiffs, 23 24 v. 25 ALLIED PROFESSIONALS ASSOCIATION, INC., a Colorado corporation, 26 Defendant.) Case No. 8:14-CV-2032 DOC (ANx))) [PROPOSED] STIPULATED) PROTECTIVE ORDER)) The Hon. David O. Carter ,) District Court Judge)) The Hon. Arthur Nakazato,) Magistrate Judge))) DISCOVERY MATTER)))
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I. STIPULATED PROTECTIVE ORDER

Plaintiffs ALLIED PROFESSIONALS’ INSURANCE SERVICES and ALLIED PROFESSIONALS INSURANCE SERVICES (collectively, “Allied Professionals”) and Defendant ALLIED PROFESSIONALS ASSOCIATION (“APA”) (collectively, the “Parties,” or singularly, “a party”), respectfully believe that good cause exists to enter the instant Protective Order in order to protect Confidential and Trade Secret information from public disclosure. The parties agree that disclosure and discovery activity in the above-captioned action are likely to involve production of confidential, proprietary, trade secret and/or commercially sensitive information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation would be warranted. Such information likely may include trade secret or other confidential research, costing, pricing, marketing or other commercial information as contemplated by Federal Rule of Civil Procedure 26(c)(7) (collectively, the “Sensitive Information”). The Sensitive Information includes information and data that could be used by actual or potential competitors to gain an improper and unlawful competitive advantage in the marketplace. The purpose of this Protective Order is to protect the confidentiality of such materials as much as practical during the litigation.

IT IS HEREBY STIPULATED and agreed by and between counsel for the Parties that the terms and conditions of this Stipulated Protective Order shall be entered as follows:

II. DEFINITIONS

1. The term “Discovery Material” shall mean and include all items or information, including from any non-party, regardless of the medium or manner generated, stored or maintained (including, among other things, documents; correspondence; memoranda; e-mail messages; bulletins; specifications; customer lists or other materials that identify customers or

1 potential customers; price lists or schedules or other matter identifying pricing;
2 minutes; telegrams; letters; statements; cancelled checks; contracts; invoices;
3 drafts; books of account; worksheets; notes of conversations; desk diaries;
4 appointment books; expense accounts; recordings; photographs; motion
5 pictures; source code; compilations from which information can be obtained
6 and translated into reasonably usable form through detection devices; sketches;
7 drawings; notes; reports; instructions; disclosures; other writings; models,
8 prototypes, and other physical objects and information contained or disclosed
9 in any materials, including documents, portions of documents, answers to
10 interrogatories, responses to requests for admissions, trial testimony, hearing
11 testimony, deposition testimony, and transcripts of trial testimony, hearings,
12 and depositions, including data, summaries, and compilations derived
13 therefrom) that are produced, disclosed or generated in connection with
14 discovery in this matter.

15 2. "Party" means any party to this action including all of its officers,
16 directors, employees, consultants, retained experts, and outside counsel and
17 their support staffs.

18 3. "Producing Party" means any Party or other third-party entity who
19 discloses or produces any Discovery Material in this action.

20 4. "Receiving Party" means any Party who receives Discovery
21 Material from a Producing Party

22 5. "Protected Material" means any Discovery Material that is
23 designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL
24 ATTORNEYS' EYES ONLY" in accordance with Paragraph 8, by any Party
25 or witness to which it belongs.

26 6. The term "counsel" shall include outside counsel of record, and
27 other attorneys, paralegals, assistants, summer associates, and other support

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1 staff employed in the law firms of KNOBBE, MARTENS, OLSON & BEAR,
2 LLP and GOODMAN MOONEY, LLP.

3 **III. GENERAL RULES**

4 7. This Protective Order shall govern all disclosures of Discovery
5 Materials made pursuant to Rule 26(a) of the Federal Rules of Civil Procedure.

6 8. All Discovery Materials containing Protected Material shall be
7 used solely in connection with this litigation and not for any other purpose. All
8 Discovery Materials whose disclosure is restricted by this Protective Order
9 shall not be disclosed to anyone except as provided herein.

10 9. This Order shall not bar counsel (as defined in Paragraph 6) in the
11 course of rendering advice to his or her client from referring to or relying in a
12 general way upon his or her examination of Protected Material produced or
13 exchanged herein; provided, however, that in rendering such advice and
14 otherwise communicating with his or her client, the attorney shall not disclose
15 the specific contents or substance of any Protected Material produced by
16 another Party.

17 **A. Designation of Materials**

18 10. Each Party or witness to this litigation that produces or discloses
19 any Discovery Materials or information that the producing Party or witness
20 reasonably believes in good faith should be subject to this Protective Order
21 may designate the same as “CONFIDENTIAL” or “HIGHLY
22 CONFIDENTIAL ATTORNEYS’ EYES ONLY” as follows:

23 a) Designation as “CONFIDENTIAL”: A party or non-party
24 may designate as “CONFIDENTIAL,” in whole or in part, any document,
25 thing, or information which contains trade secrets or other confidential
26 research, development, or commercial information that the disclosing
27 party reasonably believes in good faith would have a high likelihood of
28 causing competitive harm to the disclosing party if it were publicly

1 disclosed, and which is to be disclosed or produced to a party in this
2 action.

3 b) Designation as “HIGHLY CONFIDENTIAL ATTORNEYS’
4 EYES ONLY”: A party or non-party may designate as “HIGHLY
5 CONFIDENTIAL ATTORNEYS’ EYES ONLY,” in whole or in part,
6 any material which contains highly confidential information that the
7 producing party or non-party reasonably believes in good faith to be so
8 commercially sensitive or confidential that disclosure to persons other
9 than those authorized under Paragraph 14 would have a high likelihood of
10 causing serious competitive harm to the disclosing party if it were
11 publicly disclosed, and which is to be disclosed or produced to a party in
12 this action. Examples of such “HIGHLY CONFIDENTIAL
13 ATTORNEYS’ EYES ONLY” material may include, but are not limited
14 to the following: trade secrets; research and development information;
15 engineering drawings, software code, source code, or test data; existing
16 and potential customer information; sales, revenue, margins, profit, or
17 cost of production information; performance data and projections;
18 business strategies, decisions, or negotiations; and employee personnel
19 files.

20 c) Protected Material shall not include any information,
21 document, or thing which: (a) at the time of disclosure hereunder is
22 available to the public; (b) after disclosure hereunder becomes available
23 to the public through no act, or failure to act, by the Receiving Party; or
24 (c) the Receiving Party can show the information, document, or thing (i)
25 was already known to the Receiving Party; (ii) was independently
26 developed by the Receiving Party; or (iii) was received by the Receiving
27 Party, after the time of disclosure hereunder, from a non-party having the
28 right to make such disclosure.

1 d) Documents containing Confidential Information shall be so
2 designated by stamping or marking copies of the document produced to a
3 Party with the legend “CONFIDENTIAL” or “HIGHLY
4 CONFIDENTIAL ATTORNEYS’ EYES ONLY” (whichever notation is
5 appropriate pursuant to the other provisions herein) on each page of the
6 document, preferably in the lower right-hand corner of the document, or
7 as close thereto as feasible. In the event that only selected pages of a
8 bound multiple-page document are stamped or marked with the
9 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL ATTORNEYS’
10 EYES ONLY” legend (e.g., responses to discovery requests), the first
11 page of the bound document shall also be stamped with the
12 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL ATTORNEYS’
13 EYES ONLY” legend to prevent inadvertent disclosure of the contents of
14 the document which contain Confidential Information. When an
15 electronic file is produced in its native format, the disclosing Party shall
16 include the “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
17 ATTORNEYS’ EYES ONLY” legend in the title of the electronic file, on
18 the cover of any disc containing the electronic file, and in a cover letter or
19 e-mail accompanying production of the electronic file to prevent
20 inadvertent disclosure of the contents of the electronic file which contain
21 Confidential Information.

22 11. No Party shall be responsible to another Party for disclosure of
23 Protected Material under this Order if the information in question is not labeled
24 or otherwise identified as such in accordance with this Order.

25 12. Care shall be taken by the Producing Party or witness to use the
26 designation “HIGHLY CONFIDENTIAL ATTORNEYS’ EYES ONLY” only
27 where the Producing Party or witness and its counsel have a reasonable and
28 good faith belief that such protection is needed.

1 **B. Persons Who May View Protected Materials**

2 13. Information designated “CONFIDENTIAL” shall be viewed only
3 by the following persons:

4 a) the Court, court personnel, court reporters, and other persons
5 connected with the Court;

6 b) counsel (as defined in Paragraph 6) of the Receiving Party;

7 c) independent experts or consultants under the conditions set
8 forth in Paragraphs 16;

9 d) officers, directors, in-house counsel, or employees of each
10 Party, deemed necessary by outside counsel to aid in the prosecution,
11 defense, or settlement of this action, who have executed the agreement in
12 Exhibit A;

13 e) stenographic and clerical employees associated with the
14 individuals identified above in subparts (b), (c), and (d) , but only as part
15 of a disclosure to said persons in accordance with this stipulation and
16 order;

17 f) outside vendors who perform litigation services including,
18 but not limited to, computer database preparation, photocopying,
19 translation, graphics, design, animation, or exhibit preparation in
20 connection with this action, but only for so long as necessary to perform
21 those services;

22 g) trial consultants and mock jurors who have executed the
23 agreement in Exhibit A (which shall be maintained by the retaining
24 party); and

25 h) any other person as to whom the Parties in writing agree.
26 Counsel desiring to make a disclosure to individuals pursuant to this
27 Subparagraph shall provide written notice to Counsel for the designating
28 party of its intent to make the disclosure, stating therein the specific

1 information, documents, or things to be disclosed at least fourteen (14)
2 calendar days before any Confidential Information is made available to
3 such person(s). With the written notice shall be included a fully executed
4 copy of Exhibit A and an explanation of the background of the person(s)
5 and the intended purpose for the disclosure to the person(s) sufficient to
6 allow the designating Party to determine whether such disclosure might
7 cause injury to the designating Party. If the designating Party makes a
8 written objection to the disclosure to such person(s) within the fourteen
9 (14) day period, no disclosure of the designating Party's Confidential
10 Information may be made to the person(s). If the Parties cannot resolve
11 the issue, the Party seeking disclosure may thereupon seek an appropriate
12 order from the Court for permission to disclose the Confidential
13 Information to such person(s).

14 14. Information designated "HIGHLY CONFIDENTIAL
15 ATTORNEYS' EYES ONLY" shall be viewed only by the persons listed in
16 Subparagraphs 13(a), (b), (c), (e), (f), (g), and (h). Such information shall not
17 be disclosed to an officer, director, in-house counsel, or any employee of a
18 Party, unless otherwise agreed in writing or ordered by the Court. If disclosure
19 of "HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY" material is
20 made pursuant to this Paragraph, all other provisions in this Order with respect
21 to its confidentiality shall also apply.

22 15. No Discovery Materials designated as "CONFIDENTIAL" or
23 "HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY" shall be disclosed
24 by the Receiving Party to anyone other than those persons designated herein
25 and shall be handled in the manner set forth below unless and until such
26 designation is removed either by agreement of the Parties, or by order of the
27 Court, and, in any event, shall not be used for any purpose other than in
28 connection with this litigation. The designation of Discovery Materials as

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL ATTORNEYS’ EYES
2 ONLY” shall not preclude any Party from showing the materials or discovery
3 materials to any person (a) who appears as the author or as an addressee on the
4 face of the document and is not otherwise shown prior to such disclosure not to
5 have received the document; (b) who has been identified by the Designating
6 Party as having been provided with the document or thing or with all of the
7 information therein; or (c) who participated in any meeting or communication
8 in which the document or thing was included. In addition, nothing in this
9 Protective Order shall bar or otherwise restrict a Producing Party or non-party
10 from having access to or using, without notification of any other party or non-
11 party, “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL ATTORNEYS’
12 EYES ONLY” materials that the Producing Party or non-party has produced in
13 this action. Where a Receiving Party designates a document
14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL ATTORNEYS’ EYES
15 ONLY” solely because it contains the Protected Material of a Disclosing Party
16 (for example, in a pleading or brief), nothing limits the Disclosing Party from
17 showing the designated document to anyone.

18 **C. Experts and Consultants**

19 16. Independent experts or consultants, including their secretarial and
20 clerical personnel, may receive Protected Material subject to the following:

21 a) Experts or consultants receiving Protected Material shall not
22 be a current officer, director or employee of a Party or of a competitor of
23 a Party, nor anticipated at the time of retention to become an officer,
24 director or employee of a Party or of a competitor of a Party.

25 b) Prior to receiving any Protected Material under this Order,
26 the proposed outside expert or consultant must execute a copy of the
27 “Agreement to Be Bound By Protective Order” (Exhibit A hereto).

28 c) Consistent with the recent amendments to Rule 26 regarding

1 expert discovery, the parties agree that drafts of any report or disclosure
2 required under Rule 26(a)(2) shall not be discoverable, regardless of the
3 form in which the draft is recorded. The parties further agree that notes,
4 outlines, and any other writings leading up to any report or disclosure
5 shall not be discoverable. The parties agree that all communications to
6 and from a testifying expert are exempt from discovery, except to the
7 extent that the communications (1) relate to compensation for the expert's
8 study or testimony; (2) identify facts or data that the party's attorney
9 provided and that the expert considered in forming the opinions to be
10 expressed; or (3) identify assumptions that the party's attorney provided
11 and that the expert relied on in forming the opinions to be expressed.
12 Each party will produce correspondence with a testifying expert to the
13 extent the correspondence identifies documents or things provided to the
14 testifying expert by or on behalf of the party or its counsel. Neither party
15 will be required to prepare a privilege log of draft reports of testifying
16 experts or other documents withheld pursuant to this agreement.

17 d) Notwithstanding the foregoing, nothing herein shall in any
18 way restrict a party from taking discovery regarding a testifying expert's
19 communications with third parties.

20 **D. Designations Relating to Depositions and Inspections**

21 17. Parties or testifying persons or entities may designate depositions
22 and other testimony with the appropriate designation by indicating on the
23 record at the time the testimony is given or by sending written notice that the
24 testimony is designated within fourteen (14) days of receipt of the transcript of
25 the testimony. All information disclosed during a deposition shall be deemed
26 "CONFIDENTIAL ATTORNEYS' EYES ONLY" until the time within which
27 it may be appropriately designated as provided for herein has passed. Any
28 Protected Material that is used in the taking of a deposition shall remain subject

1 to the provisions of this Protective Order, along with the transcript pages of the
2 deposition testimony dealing with such Protected Material. In such cases the
3 court reporter shall be informed of this Protective Order and shall be required
4 to operate in a manner consistent with this Protective Order. In the event the
5 deposition is videotaped, the original and all copies of the videotape shall be
6 marked by the video technician to indicate that the contents of the videotape are
7 subject to this Protective Order, substantially along the lines of “This videotape
8 contains confidential testimony used in this case and is not to be viewed or
9 the contents thereof to be displayed or revealed except by order of the Court,
10 or pursuant to written stipulation of the parties.”

11 18. If during the course of a deposition taken in this action any
12 questions are to be asked or any answers are to be given regarding (a)
13 “CONFIDENTIAL” material, then only persons designated in Paragraph 13
14 above (and the deponent’s counsel in the case of a separately represented
15 non-party) shall be allowed to be present during such portion of the deposition;
16 or (b) “HIGHLY CONFIDENTIAL ATTORNEYS’ EYES ONLY” material,
17 then only persons designated in Paragraph 14 above (and the deponent’s
18 counsel in the case of a separately represented non-party) shall be allowed to be
19 present during such portion of the deposition. This Paragraph shall not be
20 deemed to authorize disclosure of any “CONFIDENTIAL” or “HIGHLY
21 CONFIDENTIAL ATTORNEYS’ EYES ONLY” material to any person to
22 whom disclosure is prohibited under this Protective Order. It shall be the
23 obligation of the party that produced the “CONFIDENTIAL” or “HIGHLY
24 CONFIDENTIAL ATTORNEYS’ EYES ONLY” material to invoke this
25 provision.

26 19. If a Producing Party elects to produce documents and things for
27 inspection at its premises rather than producing documents through its counsel,
28 that Party need not label the documents and things in advance of that

1 inspection. For purposes of the inspection, all documents within the produced
2 files will be considered as having been preliminarily marked “HIGHLY
3 CONFIDENTIAL ATTORNEYS’ EYES ONLY”. During the inspection, the
4 inspecting Party shall select specific documents or groups of documents for
5 copying by a professional copy service at the inspecting Party’s own expense.
6 No copies shall be made or retained during the inspection. After receiving the
7 copies of the selected documents from the copy service, the producing Party
8 shall have fourteen (14) calendar days to review and mark the copies as
9 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL ATTORNEYS’ EYES
10 ONLY” material, as appropriate.

11 **E. Objections to Designations**

12 20. At any stage of these proceedings, any Party may object to a
13 designation of materials as “CONFIDENTIAL” or “HIGHLY
14 CONFIDENTIAL ATTORNEYS’ EYES ONLY.” A Party shall not be
15 obligated to challenge the propriety of any designation of Discovery Material
16 as Protected Material under this Order at the time the designation is made, and
17 a failure to do so shall not preclude a subsequent challenge thereto. Challenges
18 to the designation of materials as “CONFIDENTIAL” or “HIGHLY
19 CONFIDENTIAL ATTORNEYS’ EYES ONLY” shall be resolved in
20 accordance the procedures set form in Paragraph 21.

21 21. If any Party disagrees at any stage of the proceedings with a
22 confidentiality designation, the Parties shall first attempt to resolve any such
23 dispute in good faith on an informal basis:

- 24 a) The Party challenging the designation shall provide to the
25 producing Party written notice of the disagreement, specifically
26 identifying, for example by Bates Number for documents and by page and
27 line number for deposition transcripts, the Protected Materials in dispute
28 and articulating the challenging Party’s basis for its challenge of the

1 confidentiality designation.

2 b) The Producing Party shall respond in writing to the
3 challenging Party's notice within seven (7) calendar days, articulating the
4 basis for the Producing Party's designation with sufficient particularity to
5 enable the challenging Party to move the Court for permission to disclose
6 the Protected Material.

7 c) If the dispute cannot be resolved between the Parties without
8 intervention from the Court, the Party challenging the confidentiality
9 designation may within seven (7) days of receiving the Producing Party's
10 written response, move the Court requesting appropriate relief. Any such
11 Motion shall be filed in strict compliance with Local Rules 37-1 and 37-2,
12 including specifically the requirement of filing a Joint Stipulation in
13 accordance with Local Rule 37-2. In any such question brought before
14 the Court, the Party asserting the confidentiality designation shall bear the
15 burden of justifying the disputed designation. The Discovery Materials at
16 issue shall be treated as "CONFIDENTIAL" or "HIGHLY
17 CONFIDENTIAL ATTORNEYS' EYES ONLY," as designated by the
18 Producing Party, until the Court has ruled on the motion or the matter has
19 been otherwise resolved.

20 **F. Inadvertent Failure to Designate**

21 22. If a Party, through inadvertence, produces any Protected Materials
22 without labeling or marking or otherwise designating it as such in accordance
23 with this Order, then the producing Party may give written notice to the
24 receiving Party that the document or thing produced is deemed
25 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL ATTORNEYS' EYES
26 ONLY," and that the document or thing produced should be treated as such in
27 accordance with that designation under this Order. The Receiving Party must
28 treat the materials or discovery materials accordingly, once the Producing Party

1 so notifies the Receiving Party. If the Receiving Party has disclosed the
2 materials or discovery materials before receiving the designation, then the
3 Receiving Party must notify the Producing Party in writing of each such
4 disclosure. Counsel for the Parties shall agree on a mutually acceptable manner
5 of labeling or marking the inadvertently produced materials as
6 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL ATTORNEYS’ EYES
7 ONLY.”

8 **G. Inadvertent Disclosure Not Authorized by Order**

9 23. In the event of an inadvertent disclosure of any Discovery Material
10 pursuant to this Order to any person or persons not authorized to receive such
11 disclosure under this Protective Order, the party responsible for having made
12 such disclosure, and each party with knowledge thereof, shall immediately
13 notify counsel for the Producing Party whose Discovery Material has been
14 disclosed and provide to such counsel all known relevant information
15 concerning the nature and circumstances of the disclosure. The responsible
16 disclosing party shall also promptly take all reasonable measures to retrieve the
17 improperly disclosed Discovery Material and to ensure that no further or
18 greater unauthorized disclosure and/or use thereof is made.

19 24. Unauthorized or inadvertent disclosure does not change the status
20 of Discovery Material or waive the right to hold the disclosed document or
21 information as Protected.

22 **H. Inadvertent Disclosure of Privileged Material**

23 25. Pursuant to Rule 502 of the Federal Rules of Evidence, the
24 inadvertent disclosure of privileged or work product protected material shall
25 not constitute a waiver of, nor prejudice to, any privilege or immunity with
26 respect to such information or document(s) or of any work product doctrine or
27 other immunity that may attach thereto, including without limitation the
28 attorney-client privilege, the joint defense privilege, and the work product

1 doctrine. Employing electronic keyword searching to identify and prevent
2 disclosure of privileged material constitutes “reasonable steps to prevent
3 disclosure” under Rule 502(b)(2) of the Federal Rules of Evidence. The entry
4 of this Protective Order by the Court constitutes a court order under Rule
5 502(d) of the Federal Rules of Evidence.

6 26. Upon a request from any Producing Party who has inadvertently
7 produced Discovery Material that it believes is privileged and/or protected,
8 each Receiving Party or non-party in receipt of such information shall return or
9 destroy the information (and shall, to the extent possible, destroy any notes
10 relating to the information subject to the request). If the Receiving Party or
11 non-party previously provided such inadvertently produced Discovery Material
12 to a third party, each Receiving Party or non-party shall immediately in good
13 faith attempt to retrieve all copies of such information and, upon retrieval of
14 any such copies, shall return or destroy the information.

15 27. If a Receiving Party wishes to challenge the propriety of the claim
16 of privilege or work product protection or other applicable privilege, it may do
17 so after fully complying with the requirements of this Section. The Producing
18 Party shall preserve the disclosed Discovery Material until any dispute
19 regarding the claim of privilege or work product protection or other applicable
20 privilege is resolved, and shall submit the Discovery Material to the Court for
21 *ex parte* review and pursuant to any other applicable provisions of this Order
22 (e.g., provisions relating to treatment of Protected Materials) upon the request
23 of the Receiving Party.

24 **I. Discovery from Non-Parties**

25 28. Non-party witnesses may invoke all of the provisions of this Order
26 which are available to the Parties. This provision does not abridge a
27 non-party’s right to seek to quash any subpoena served on it, or to seek to
28 protect information sought by a Party, either on the non-party’s own motion or

1 on a motion brought on its behalf by an objecting party. The Party seeking
2 production from a non-party witness who may possess Protected Material of
3 the other Party shall have the duty to provide a copy of this Order to that
4 non-party witness prior to any production from that witness. The Party seeking
5 production shall also have the duty to inform that non-party witness of its rights
6 under this Order and its ability to designate any material it produces as
7 Protected Material. In addition, the Parties shall treat the Protected Material of
8 non-parties in accordance with the terms of this Order.

9 **J. Filing Protected Material**

10 29. Absent written permission from the Producing Party or a court
11 Order secured after appropriate notice to all interested persons, a Receiving
12 Party may not file in the public record any Protected Material.

13 30. Any pleading, brief, exhibit or other paper that is filed with the
14 Court or served on another party that contains, quotes, discusses or otherwise
15 reveals material designated “CONFIDENTIAL” or “HIGHLY
16 CONFIDENTIAL ATTORNEYS’ EYES ONLY” shall be marked on the front
17 cover with the appropriate legend set forth in Paragraph 10. All
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL ATTORNEYS’ EYES
19 ONLY” materials that are filed with the Court for any purpose shall be filed
20 under seal. Any party seeking to file any “CONFIDENTIAL” or “HIGHLY
21 CONFIDENTIAL ATTORNEYS’ EYES ONLY” materials under seal shall
22 first seek permission from the Court in accordance with the Court’s Local
23 Rules, including L.R. 79-5, the Court’s Initial Standing Order, and the Court’s
24 Procedures for Requesting Under Seal Filings (found at
25 <http://court.cacd.uscourts.gov/CACD/JudgeReq.nsf/2fb080863c88ab47882567>
26 [c9007fa070/1257fc72cf3873fd882579f5006b080f/\\$FILE/Under%20Seal%20Fi](http://court.cacd.uscourts.gov/CACD/JudgeReq.nsf/2fb080863c88ab47882567)
27 [lings%20Procedures.pdf](http://court.cacd.uscourts.gov/CACD/JudgeReq.nsf/2fb080863c88ab47882567)), and the Court’s Standing Order (found at
28 <http://court.cacd.uscourts.gov/CACD/JudgeReq.nsf/2fb080863c88ab47882567>

1 c9007fa070/1257fc72cf3873fd882579f5006b080f/\$FILE/STANDING%20OR
2 DER.pdf). With respect to the materials sought to be filed under seal, the filing
3 Party shall select only those documents, or portions thereof, that it reasonably
4 believes in good faith are necessary to be included in its papers to support the
5 filing, and shall prepare a proposed redacted version of the materials that would
6 be available for public viewing.

7 31. If the filing Party has carefully complied with L.R. 79-5, the
8 Court's Procedures for Requesting Under Seal Filing, and the Court's Initial
9 Standing Order, but the Court nevertheless denies the filing Party's application
10 to file certain materials under seal, and those certain materials were designated
11 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL ATTORNEYS' EYES
12 ONLY" by the Producing Party, then it shall be the Producing Party's burden
13 and obligation to demonstrate why those materials have been designated
14 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL ATTORNEYS' EYES
15 ONLY." Within five (5) calendar days of the Court's decision, the Producing
16 Party may file a renewed application to seal the materials. If the Producing
17 Party does not file a renewed application within that time period or the Court
18 denies the renewed application, the filing Party shall be permitted to file those
19 materials with the Court without seeking further permission so that the
20 materials are available to the public upon filing. Notwithstanding the
21 foregoing, if the Court denies the original application to file certain materials
22 under seal because the filing Party has not complied with L.R. 79-5, the Court's
23 Procedures for Requesting Under Seal Filing, and/or the Court's Initial
24 Standing Order, then it shall be the obligation of the filing Party to first comply
25 with that Local Rule and/or Order before imposing the obligations of this
26 Paragraph on the opposing Party.

27 **K. Disclosure Required by Law, Court Order, or Subpoena**

28 32. Nothing herein shall be construed to prevent disclosure of

1 Protected Material if such disclosure is required by law or by order of the
2 Court. Nothing herein shall be construed as authorizing a party to disobey a
3 lawful subpoena issued in another action.

4 33. If any Party is subpoenaed in another action, served with a demand
5 in another action to which it is a Party, or served by any legal process by one
6 not a Party to the above-captioned action, seeking information that was
7 designated by an opposing Party as “CONFIDENTIAL” or “HIGHLY
8 CONFIDENTIAL ATTORNEYS’ EYES ONLY,” then the Party shall give
9 written notice by hand delivery within ten (10) calendar days of receipt of such
10 subpoena, demand, or legal process to the opposing Party who designated the
11 information and shall object to its production to the extent permitted by law,
12 setting forth the existence and terms of this Protective Order.

13 34. Nothing herein shall be construed as requiring the Party or anyone
14 else covered by this Protective Order to challenge or appeal any court or
15 administrative order requiring production of information subject to this
16 Protective Order, or subject itself to any penalties for noncompliance with any
17 legal process or order, or to seek any relief from this Court.

18 **L. Retention of Materials**

19 35. All information that has been designated as “CONFIDENTIAL”
20 or “HIGHLY CONFIDENTIAL ATTORNEYS’ EYES ONLY” by the
21 Producing Party, and any and all reproductions thereof, shall be retained in the
22 custody of the counsel for the receiving Party identified in Paragraph 6, except
23 that (a) any court reporter who transcribes testimony given in this action may
24 maintain any such designated documents for the purpose of rendering his or her
25 normal transcribing services; and (b) independent experts or consultants
26 authorized to view such information under the terms of this Order may retain
27 custody of such copies as are necessary for their participation in this litigation
28 but only for so long as is necessary for their participation in the litigation.

1 36. All Protected Material shall be held in confidence by those
2 inspecting or receiving it and shall be used only for purposes of this action.
3 Counsel for each Party, and each person receiving Protected Material, shall
4 maintain such material in a secure, safe area and shall exercise the same
5 standard of care with respect to the storage, custody, use and dissemination of
6 such material as is exercised by the recipient with respect to his or her own
7 confidential and proprietary material.

8 37. Nothing herein shall restrict a qualified recipient from making
9 working copies, abstracts, digests, and analyses of such information for use in
10 connection with this litigation, and such working copies, abstracts, digests, and
11 analyses shall be deemed to have the same level of protection under the terms
12 of this Order. Further, nothing herein shall restrict a qualified recipient from
13 converting or translating such information into machine-readable form for
14 incorporation in a data retrieval system used in connection with this litigation,
15 provided that access to such information, whatever form stored or reproduced,
16 shall be limited to qualified recipients.

17 **M. Obligations after Termination of Action**

18 38. This Protective Order, and all obligations and duties arising under
19 this Protective Order, shall remain in effect after the final termination of this
20 action, unless otherwise ordered by the Court. The Court retains jurisdiction
21 indefinitely over the parties, and any persons provided access to Protected
22 Material under the terms of this Protective Order, with respect to any dispute
23 over the improper use of such Protected Material and with respect to any orders
24 permitting materials to be filed and maintained under seal. Within sixty (60)
25 calendar days after the final termination of this action, including any and all
26 appeals, counsel for each Party shall, return all Protected Material to the Party
27 that produced the information, including any copies, excerpts, and summaries
28 thereof, or shall destroy the same at the option of the Receiving Party and shall

1 purge all such information from all machine-readable media on which it
2 resides. Notwithstanding the foregoing, counsel for each Party may retain all
3 pleadings, briefs, memoranda, motions, and other documents filed with the
4 Court that refer to or incorporate Protected Material, and counsel will continue
5 to be bound by this Order with respect to all such retained information.
6 Further, attorney work product materials that contain Protected Material need
7 not be destroyed; however, if they are not destroyed, then the person in
8 possession of the attorney work product will continue to be bound by this Order
9 with respect to all such retained information.

10 **N. Modification of Protective Order**

11 39. This Order may be modified by agreement of the Parties, subject
12 to approval by the Court. No modifications by the Parties shall have the force
13 or effect of a Court order unless the Court approves the modification.

14 40. The Court may modify the terms and conditions of this Order for
15 good cause, or in the interest of justice, or on its own order at any time. The
16 Parties prefer that the Court provide them with notice of the Court's intent to
17 modify the Order and the content of those modifications, prior to entry of such
18 an order.

19 **O. Miscellaneous Provisions**

20 41. The restrictions and obligations set forth herein shall not apply to
21 any information that: (a) the Parties agree should not be designated Protected
22 Material; (b) the Parties agree, or the Court rules, is already public knowledge;
23 (c) the Parties agree, or the Court rules, has become public knowledge other
24 than as a result of disclosure by the Receiving Party, its employees, or its
25 agents in violation of this Order; or (d) has come or shall come into the
26 Receiving Party's knowledge legitimately and independently of the production
27 by the Producing Party. Prior knowledge must be established by pre-
28 production documentation.

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GOODMAN MOONEY LLP

Dated: June 3, 2015

By: /s/ Eric J. Goodman (with authorization)
Eric J. Goodman

Attorneys for Defendants,
ALLIED PROFESSIONALS
ASSOCIATION, INC.

IT IS SO ORDERED.



Dated: June 4, 2015

DOUGLAS F. McCORMICK
United States Magistrate Judge

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EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

ALLIED PROFESSIONALS’
INSURANCE SERVICES, a
California corporation, and ALLIED
PROFESSIONALS INSURANCE
COMPANY, A RISK RETENTION
GROUP, INC., an Arizona
corporation,

Plaintiffs,

v.

ALLIED PROFESSIONALS
ASSOCIATION, INC., a Colorado
corporation,

Defendant.

) Case No. 8:14-CV-2032 DOC (ANx)
) **AGREEMENT TO BE BOUND BY**
) **PROTECTIVE ORDER**
)
) The Hon. David O. Carter ,
) District Court Judge
)
) The Hon. Arthur Nakazato,
) Magistrate Judge
)
) **DISCOVERY MATTER**
)

In consideration of the disclosure to me or production by me of certain information that is designated or, upon production, may be designated as subject to a Protective Order of the Court, I, _____, declare and agree as follows:

1. I am employed as _____ by _____, which has the following address: _____.

2. I have read the Protective Order entered in the above-captioned case, and I have received a copy of the Protective Order.

3. I agree to be bound by the terms of the Protective Order.

4. I agree that I will use any and all “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL ATTORNEYS’ EYES ONLY” information, as

1 defined in the Protective Order, given to me only in a manner authorized by the
2 Protective Order and only to assist counsel in the litigation of this matter.

3 5. I agree that I will not disclose or discuss such “CONFIDENTIAL”
4 or “HIGHLY CONFIDENTIAL ATTORNEYS’ EYES ONLY” information
5 with anyone other than the persons designated in Paragraphs 6, 12, and 13 of the
6 Protective Order.

7 6. I agree to submit to the jurisdiction of the United States District
8 Court for the Central District of California for the purpose of enforcement of the
9 Protective Order.

10 7. I understand that if I violate the terms of the Protective Order, then
11 I may be subject to a contempt of court proceeding.

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Dated: _____ Signed: _____