

Locke Lord LLP
300 South Grand Avenue, Suite 2600
Los Angeles, California 90071

1 LOCKE LORD LLP
2 Kelly S. Biggins (SBN 252515)
3 kbiggins@lockelord.com
4 300 South Grand Avenue, Suite 2600
5 Los Angeles, CA 90071
6 Phone: (213) 485-1500

7 Steven T. Whitmer (*pro hac vice*)
8 swhitmer@lockelord.com
9 Ashlee M. Knuckey (*pro hac vice*)
10 aknuckey@lockelord.com
11 111 South Wacker Drive
12 Chicago, IL 60606
13 Phone: (312) 443-1869
14 Fax: (312) 896-6569

15 Counsel for Defendants/Counter-Claimants
16 ZURICH AMERICAN INSURANCE COMPANY, AMERICAN ZURICH
17 INSURANCE COMPANY, and ZURICH SERVICES CORPORATION

18 DOSS LEGAL SERVICES
19 Bryan S. Doss, Esq. (SBN 239791)
20 bryandoss@dosslegalservices.com
21 355 South Grand Avenue, Suite 2450
22 Los Angeles, CA 90071
23 Phone: (213) 943-1388
24 Counsel for Plaintiff/Counter-Defendant
25 G&M OIL COMPANY, INC.

26 **IN THE UNITED STATES DISTRICT COURT**
27 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

28 G&M OIL COMPANY, INC.,
29
30 Plaintiff,
31
32 vs.

33 CASE NO. 8:15-CV-00204-JVS-DFM
34
35 *Hon. James V. Selna*

36 ZURICH AMERICAN INSURANCE
37 COMPANY; AMERICAN ZURICH
38 INSURANCE COMPANY; ZURICH
39 SERVICES CORPORATION; and
40 DOES 1 through 50,
41
42 Defendants.

43 **STIPULATED PROTECTIVE**
44 **ORDER; [PROPOSED] ORDER**

45
46 ZURICH AMERICAN INSURANCE
47 COMPANY and AMERICAN ZURICH
48 INSURANCE COMPANY,
49
50 Counter-Claimants,
51
52 vs.
53 G&M OIL COMPANY, INC.,
54
55 Counter-Defendant.

57 **STIPULATED PROTECTIVE ORDER**

1 1. PURPOSES AND LIMITATIONS

2 There is good cause for entry of this Stipulated Protective Order because
3 disclosure and discovery in this action are likely to involve production of
4 confidential, proprietary, or private information for which special protection from
5 public disclosure and from use for any purpose other than prosecuting this
6 litigation may be warranted. For example, the parties anticipate that they will
7 produce information that refers to workers compensation claimants by names,
8 addresses, their work related injuries and may contain their social security
9 numbers or parts thereof. The claimants may have privacy interests in such
10 information. The parties may also exchange confidential information related to
11 the defense and settlement of various workers compensation claims that remain
12 open, the public disclosure of which may prejudice the parties with respect to that
13 pending litigation. In addition, the production of Defendants/Counter-Claimants
14 Zurich American Insurance Company, American Zurich Insurance Company and
15 Defendant Zurich Services Corporation (collectively, “Defendants”) may contain
16 proprietary underwriting information that Defendants would not share with their
17 competitors, such as Defendants’ pricing analysis, the terms and conditions on
18 which Defendants would accept the risk and Defendants’ implementation of the
19 insurance program.

20 Accordingly, the parties hereby stipulate to and petition the Court to enter
21 the following Stipulated Protective Order. The parties acknowledge that this
22 Order does not confer blanket protections on all disclosures or responses to
23 discovery and that the protection it affords from public disclosure and use extends
24 only to the limited information or items that are entitled to confidential treatment
25 under the applicable legal principles. The parties further acknowledge, as set
26 forth in Paragraph 12.3 below, that this Stipulated Protective Order does not
27 entitle them to file confidential information under seal; Civil Local Rule 79-5.1
28

1 sets forth the procedures that must be followed and the standards that will be
2 applied when a party seeks permission from the Court to file material under seal.

3 2. DEFINITIONS

4 2.1. Challenging Party: a Party or Non-Party that challenges the
5 designation of information or items under this Order.

6 2.2. “Claim File(s)”: refers to the term of art used in the insurance
7 industry to describe the documents, information and/or tangible things (regardless
8 of how they are generated, stored or maintained) that make up the “file” kept by
9 Defendants and/or Plaintiff/Counter-Defendant G&M Oil Company, Inc.
10 (“Plaintiff”) for any workers compensation claims. Claim File does not refer to
11 any documents, information or tangible things (regardless of how they are
12 generated, stored or maintained) that may generally refer to a claim or claimant
13 but are not part of the actual file kept by Defendants and/or Plaintiff for any
14 particular workers compensation claim.

15 2.3 “CONFIDENTIAL” Information or Items: information and/or
16 tangible things (regardless of how they are generated, stored or maintained) that
17 qualify for protection under Federal Rule of Civil Procedure 26(c).

18 2.4. Counsel (without qualifier): Outside Counsel of Record and In-
19 House Counsel (as well as their support staff).

20 2.5. Designating Party: a Party or Non-Party that designates information
21 or items that it produces in disclosures or in responses to discovery as
22 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

23 2.6. Disclosure or Discovery Material: all items or information,
24 regardless of the medium or manner in which it is generated, stored, or
25 maintained (including, among other things, testimony, transcripts and tangible
26 things), that are produced or generated in disclosures or responses to discovery in
27 this matter.

1 2.7. Expert: a person with specialized knowledge or experience in a
2 matter pertinent to the litigation who has been retained by a Party or its counsel to
3 serve as an expert witness or as a consultant in this action.

4 2.8. “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or
5 Items: Claim Files, as well as information and/or tangible things (regardless of
6 how they are generated, stored or maintained) that would otherwise be exempted
7 from disclosure under California Labor Code Section 3762.

8 2.9. In-House Counsel: attorneys who are employees of a Party to this
9 action. In-House Counsel does not include Outside Counsel of Record or any
10 other outside counsel.

11 2.10. Non-Party: any natural person, partnership, corporation, association,
12 or other legal entity not named as a Party to this action.

13 2.11. Outside Counsel of Record: attorneys who are not employees of a
14 Party to this action but are retained to represent or advise a Party to this action and
15 have appeared in this action on behalf of that Party or are affiliated with a law
16 firm which has appeared on behalf of that Party.

17 2.12. Party: any party to this action, including all of its officers, directors,
18 employees, consultants, retained experts and Outside Counsel of Record (and
19 their support staffs).

20 2.13. Producing Party: a Party or Non-Party that produces Disclosure or
21 Discovery Material in this action.

22 2.14. Professional Vendors: persons or entities that provide litigation
23 support services (*e.g.*, photocopying, videotaping, translating, preparing exhibits
24 or demonstratives and organizing, storing or retrieving data in any form or
25 medium) and their employees and subcontractors.

26 2.15. Protected Material: any Disclosure or Discovery Material that is
27 designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES
28 ONLY.”

1 2.16. Receiving Party: a Party that receives Disclosure or Discovery
2 Material from a Producing Party.

3 3. SCOPE

4 The protections conferred by this Stipulation and Order cover not only
5 Protected Material (as defined above), but also (1) any information copied or
6 extracted from Protected Material; (2) all copies, excerpts, summaries or
7 compilations of Protected Material; and (3) any testimony, conversations or
8 presentations by Parties or their Counsel that might reveal Protected Material.
9 However, the protections conferred by this Stipulation and Order do not cover the
10 following information: (a) any information that is in the public domain at the time
11 of disclosure to a Receiving Party or becomes part of the public domain after its
12 disclosure to a Receiving Party as a result of publication not involving a violation
13 of this Order, including becoming part of the public record through trial or
14 otherwise; and (b) any information known to the Receiving Party prior to the
15 disclosure or obtained by the Receiving Party after the disclosure from a source
16 who obtained the information lawfully and under no obligation of confidentiality
17 to the Designating Party. Any use of Protected Material at trial shall be governed
18 by a separate agreement or order.

19 4. DURATION

20 Even after final disposition of this litigation, the confidentiality obligations
21 imposed by this Order shall remain in effect until a Designating Party agrees
22 otherwise in writing or a court order otherwise directs. “Final Disposition” shall
23 be deemed to be the later of (1) dismissal of all claims and defenses in this action,
24 with or without prejudice; and (2) final judgment herein after the completion and
25 exhaustion of all appeals, rehearings, remands, trials or reviews of this action,
26 including the time limits for filing any motions or applications for extension of
27 time pursuant to applicable law.

1 5. DESIGNATING PROTECTED MATERIAL

2 5.1. Exercise of Restraint and Care in Designating Material for
3 Protection. Each Party or Non-Party that designates information or items for
4 protection under this Order must take care to limit any such designation to
5 specific material that qualifies under the appropriate standards. The Designating
6 Party must designate for protection only those parts of material, documents, items,
7 or oral or written communications that qualify – so that other portions of the
8 material, documents, items or communications for which protection is not
9 warranted are not swept unjustifiably within the ambit of this Order.

10 Mass, indiscriminate or routinized designations are prohibited. If it comes
11 to a Designating Party’s attention that information or items that it designated for
12 protection do not qualify for protection, that Designating Party must promptly
13 notify all other Parties that it is withdrawing the mistaken designation.

14 5.2. Manner and Timing of Designations. Except as otherwise provided
15 in this Order (*see, e.g.*, second paragraph of Paragraph 5.2(a) below), or as
16 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies
17 for protection under this Order must be clearly so designated before the material
18 is disclosed or produced.

19 Designation in conformity with this Order requires:

20 (a) For information in documentary form (*e.g.*, paper or electronic
21 documents, but excluding transcripts of depositions or other pretrial or trial
22 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or
23 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that contains
24 protected material.

25 A Party or Non-Party that makes original documents or materials available
26 for inspection need not designate them for protection until after the inspecting
27 Party has indicated which material it would like copied and produced. During the
28 inspection and before the designation, all of the material made available for

1 inspection shall be deemed “CONFIDENTIAL,” or “CONFIDENTIAL –
2 ATTORNEYS’ EYES ONLY” if it concerns any potential claims information or
3 corporate financial information. After the inspecting Party has identified the
4 documents it wants copied and produced, the Producing Party must determine
5 which documents, or portions thereof, qualify for protection under this Order.
6 Then, before producing the specified documents, the Producing Party must affix
7 the “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
8 legend to each page that contains Protected Material.

9 (b) For testimony given in deposition or in other pretrial or trial
10 proceedings, that the Designating Party identify on the record, before the close of
11 the deposition, hearing, or other proceeding, all protected testimony.

12 (c) For information produced in some form other than
13 documentary and for any other tangible items, that the Producing Party affix in a
14 prominent place on the exterior of the container or containers in which the
15 information or item is stored the legend “CONFIDENTIAL” or
16 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or
17 portions of the information or item warrant protection, the Producing Party, to the
18 extent practicable, shall identify the protected portion(s).

19 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent
20 failure to designate qualified information or items does not, standing alone, waive
21 the Designating Party’s right to secure protection under this Order for such
22 material. Upon timely correction of a designation, the Receiving Party must make
23 reasonable efforts to assure that the material is treated in accordance with the
24 provisions of this Order.

25 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

26 6.1. Timing of Challenges. Any Party or Non-Party may challenge a
27 designation of confidentiality at any time. Unless a prompt challenge to a
28 Designating Party’s confidentiality designation is necessary to avoid foreseeable,

1 substantial unfairness, unnecessary economic burdens or a significant disruption
2 or delay of the litigation, a Party does not waive its right to challenge a
3 confidentiality designation by electing not to mount a challenge promptly after the
4 original designation is disclosed.

5 6.2. Meet and Confer. The Challenging Party shall initiate the dispute
6 resolution process by providing written notice of each designation it is
7 challenging and describing the basis for each challenge. To avoid ambiguity as to
8 whether a challenge has been made, the written notice must recite that the
9 challenge to confidentiality is being made in accordance with this specific
10 Paragraph of this Stipulated Protective Order. The Parties shall attempt to resolve
11 each challenge in good faith and must begin the process by conferring directly (in
12 voice to voice dialogue; other forms of communication are not sufficient) within
13 10 days of the date of service of notice. In conferring, the Challenging Party must
14 explain the basis for its belief that the confidentiality designation was not proper
15 and must give the Designating Party an opportunity to review the designated
16 material, to reconsider the circumstances, and, if no change in designation is
17 offered, to explain the basis for the chosen designation. A Challenging Party may
18 proceed to the next stage of the challenge process only if it has engaged in this
19 meet and confer process first or establishes that the Designating Party is unwilling
20 to participate in the meet and confer process in a timely manner.

21 6.3. Judicial Intervention. If the Parties cannot resolve a challenge
22 without court intervention, the Designating Party shall file and serve a motion to
23 retain confidentiality (in compliance with Civil Local Rules 37-1, 37-2, and 79-
24 5.1) within 21 days of the initial notice of challenge or within 14 days of the
25 Parties agreeing that the meet and confer process will not resolve their dispute,
26 whichever is earlier. Any motion brought pursuant to this provision is subject to
27 Civil Local Rules 37-1 and 37-2, including, but not limited to, the requirement
28 that a joint stipulation shall be filed and served with the notice of motion. Each

1 such motion must be accompanied by a competent declaration affirming that the
2 movant has complied with the meet and confer requirements imposed in the
3 preceding Paragraph. Failure by the Designating Party to make such a motion
4 including the required declaration within 21 days (or 14 days, if applicable) shall
5 automatically waive the confidentiality designation for each challenged
6 designation. In addition, the Challenging Party may file a motion challenging a
7 confidentiality designation at any time if there is good cause for doing so,
8 including a challenge to the designation of a deposition transcript or any portions
9 thereof. Any motion brought pursuant to this provision must be accompanied by
10 a competent declaration affirming that the movant has complied with the meet and
11 confer requirements imposed by the preceding Paragraph.

12 The burden of persuasion in any such challenge proceeding shall be on the
13 Designating Party. Unless the Designating Party has waived the confidentiality
14 designation by failing to file a motion to retain confidentiality as described above,
15 all Parties shall continue to afford the material in question the level of protection
16 to which it is entitled under the Producing Party's designation until the Court
17 rules on the challenge.

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

19 7.1. **Basic Principles.** A Receiving Party may use Protected Material that
20 is disclosed or produced by another Party or by a Non-Party in connection with
21 this case only for prosecuting, defending or attempting to settle this litigation.
22 Such Protected Material may be disclosed only to the categories of persons and
23 under the conditions described in this Order. When the litigation has been
24 terminated, a Receiving Party must comply with the provisions of Paragraph 13
25 below (FINAL DISPOSITION).

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

1 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless
2 otherwise ordered by the Court or permitted in writing by the Designating Party, a
3 Receiving Party may disclose any information or item designated

4 “CONFIDENTIAL” only to:

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

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

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

14 (d) The Court and its personnel;

15 (e) Court reporters, Professional Vendors and their staffs;

16 (f) Professional jury or trial consultants or mock jurors to whom
17 disclosure is reasonably necessary for this litigation and who have signed the
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (g) During their depositions, witnesses in the action to whom
20 disclosure is reasonably necessary. Pages of transcribed deposition testimony or
21 exhibits to depositions that reveal Protected Material may not be disclosed to
22 anyone except as permitted under this Stipulated Protective Order. The Parties
23 will endeavor to have the witness sign and execute the “Acknowledgment and
24 Agreement to Be Bound” (Exhibit A), but their refusal to execute will not prevent
25 them from being questioned regarding the Protected Material; and

26 (h) The author or recipient of a document containing the
27 information or a custodian or other person who otherwise possessed or knew the
28 information.

1 7.3. Disclosure of “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
2 Information or Items. Unless otherwise ordered by the Court or permitted in
3 writing by the Designating Party, a Receiving Party may disclose any information
4 or item designated “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

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

8 (b) Experts (as defined in this Order) of the Receiving Party to
9 whom disclosure is reasonably necessary for this litigation and who have signed
10 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (c) The Court and its personnel;

12 (d) Court reporters, Professional Vendors and their staffs; and

13 (e) Professional jury or trial consultants or mock jurors to whom
14 disclosure is reasonably necessary for this litigation and who have signed the
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (f) During their depositions, witnesses in the action to whom
17 disclosure is reasonably necessary. Pages of transcribed deposition testimony or
18 exhibits to depositions that reveal Protected Material may not be disclosed to
19 anyone except as permitted under this Stipulated Protective Order. The Parties
20 will endeavor to have the witness sign and execute the “Acknowledgment and
21 Agreement to Be Bound” (Exhibit A), but his refusal to execute will not prevent
22 him from being questioned regarding the Protected Material. However, it is
23 understood that “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information
24 will not be disclosed to people who are identified in category 7.2(b) above [the
25 officers, directors and employees (including In-House Counsel) of the Receiving
26 Party]; and
27
28

1 (g) The author or recipient of a document containing the
2 information or a custodian or other person who otherwise possessed or knew the
3 information.

4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
5 IN OTHER LITIGATION

6 If a Party is served with a subpoena or a court order issued in other
7 litigation that compels disclosure of any information or items designated in this
8 action as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES
9 ONLY,” that Party must:

10 (a) Promptly notify in writing the Designating Party. Such
11 notification shall include a copy of the subpoena or court order;

12 (b) Promptly notify in writing the party who caused the subpoena
13 or order to issue in the other litigation that some or all of the material covered by
14 the subpoena or order is subject to this Stipulated Protective Order. Such
15 notification shall include a copy of this Stipulated Protective Order; and

16 (c) Cooperate with respect to all reasonable procedures sought to
17 be pursued by the Designating Party whose Protected Material may be affected.

18 If the Designating Party timely seeks a protective order, the Party served
19 with the subpoena or court order shall not produce any information designated in
20 this action as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES
21 ONLY” before a determination by the Court from which the subpoena or order
22 issued, unless the Party has obtained the Designating Party’s permission. The
23 Designating Party shall bear the burden and expense of seeking protection in that
24 court of its “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES
25 ONLY” material – and nothing in these provisions should be construed as
26 authorizing or encouraging a Receiving Party in this action to disobey a lawful
27 directive from another court.
28

1 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced
4 by a Non-Party in this action and designated as “CONFIDENTIAL” or
5 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced
6 by Non-Parties in connection with this litigation is protected by the remedies and
7 relief provided by this Order. Nothing in these provisions should be construed as
8 prohibiting a Non-Party from seeking additional protections.

9 (b) In the event that a Party is required, by a valid discovery
10 request, to produce a Non-Party’s “CONFIDENTIAL” or “CONFIDENTIAL –
11 ATTORNEYS’ EYES ONLY” information in its possession, and the Party is
12 subject to an agreement with the Non-Party not to produce the Non-Party’s
13 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
14 information, then the Party shall:

15 (1) Promptly notify in writing the Requesting Party and the
16 Non-Party that some or all of the information requested is subject to a
17 confidentiality agreement with a Non-Party;

18 (2) Promptly provide the Non-Party with a copy of the
19 Stipulated Protective Order in this litigation, the relevant discovery request(s), and
20 a reasonably specific description of the information requested; and

21 (3) Make the information requested available for inspection
22 by the Non-Party.

23 (c) If the Non-Party fails to object or seek a protective order from
24 this Court within 14 days of receiving the notice and accompanying information,
25 the Receiving Party may produce the Non-Party’s “CONFIDENTIAL” or
26 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information responsive to
27 the discovery request. If the Non-Party timely seeks a protective order, the
28 Receiving Party shall not produce any information in its possession or control that

1 is subject to the confidentiality agreement with the Non-Party before a
2 determination by the Court. Absent a court order to the contrary, the Non-Party
3 shall bear the burden and expense of seeking protection in this Court of its
4 Protected Material.

5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

6 If a Receiving Party learns that, by inadvertence or otherwise, it has
7 disclosed Protected Material to any person or in any circumstance not authorized
8 under this Stipulated Protective Order, the Receiving Party must immediately
9 (a) notify the Designating Party in writing of the unauthorized disclosures, (b) use
10 its best efforts to retrieve all unauthorized copies of the Protected Material,
11 (c) inform the person or persons to whom unauthorized disclosures were made of
12 all the terms of this Order, and (d) request such person or persons to execute the
13 “Acknowledgment and Agreement to Be Bound” that is attached hereto as
14 Exhibit A.

15 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
16 PROTECTED MATERIAL

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

1 12. MISCELLANEOUS

2 12.1. Right to Further Relief. Nothing in this Order abridges the right of
3 any person to seek its modification by the Court in the future.

4 12.2. Right to Assert Other Objections. By stipulating to the entry of this
5 Stipulated Protective Order, no Party waives any right it would otherwise have to
6 object to disclosing or producing any information or item on any ground not
7 addressed in this Stipulated Protective Order. Similarly, no Party waives any
8 right to object on any ground to the use in evidence of any of the material covered
9 by this Stipulated Protective Order.

10 12.3. Filing Protected Material. Without a court order secured after
11 appropriate notice to all interested persons, a Party may not file any Protected
12 Material in the public record in this action. A Party that seeks to file any
13 Protected Material under seal must comply with Civil Local Rule 79-5.1.
14 Protected Material may only be filed under seal pursuant to a court order
15 authorizing the sealing of the specific Protected Material at issue. If a Receiving
16 Party’s request to file Protected Material under seal pursuant to Civil Local Rule
17 79-5.1 is denied by the Court, then the Receiving Party may file the information
18 in the public record, unless otherwise instructed by the Court.

19 13. FINAL DISPOSITION

20 Within 60 days after the Final Disposition of this action, as defined in
21 Paragraph 4, each Receiving Party must return all Protected Material to the
22 Producing Party or destroy such material. As used in this subdivision, “all
23 Protected Material” includes all copies, abstracts, compilations, summaries and
24 any other format reproducing or capturing any of the Protected Material. Whether
25 the Protected Material is returned or destroyed, the Receiving Party must submit a
26 written certification to the Producing Party (and, if not the same person or entity,
27 to the Designating Party) by the 60 day deadline that (1) identifies (by category,
28 where appropriate) all the Protected Material that was returned or destroyed, and

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

10
11 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

12 Dated: May 18, 2015 Respectfully submitted,

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
LOCKE LORD LLP

By: /s/ Kelly S. Biggins
Kelly S. Biggins
Steven T. Whitmer (*pro hac vice*)
Ashlee M. Knuckey (*pro hac vice*)
*Attorneys for Defendants ZURICH AMERICAN
INSURANCE COMPANY, AMERICAN ZURICH
INSURANCE COMPANY and ZURICH SERVICES
CORPORATION*

Dated: May 18, 2015 Respectfully submitted,

DOSS LEGAL SERVICES

By: /s/ Bryan S. Doss
Bryan S. Doss
Attorney for Plaintiff G&M OIL COMPANY, INC.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 *G&M Oil Company, Inc. v.*
Zurich American Insurance Company, et al., Case No. 8:15-cv-00204-JVS-DFM.
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.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____