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 8 UNITED STATES DISTRICT COURT
 9 CENTRAL DISTRICT OF CALIFORNIA

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 11 G&G DOOR PRODUCTS, INC.,
 12 Plaintiff,

13 vs.

14 CONTINENTAL CASUALTY
 15 COMPANY,
 16 Defendant.

CASE NO.: 8:17-cv-00208-JLS-JCG
 Judge: Hon. Josephine L. Staton

**STIPULATION AND ~~PROPOSED~~
 PROTECTIVE ORDER**

FILE DATE: February 6, 2017
 TRIAL DATE SET: June 26, 2018

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 18 Whereas Plaintiff and Defendant ("Party" or "Parties") will be required to
 19 exchange, and will exchange, certain documents and information in this case
 20 pursuant to, among other requirements and orders, mediation, the Federal Rules of
 21 Civil Procedure, interrogatories, requests for production, and depositions and
 22 similar discovery, which counsel will reasonably submit may include the disclosure
 23 of trade secrets, proprietary data and/or confidential business or financial
 24 information or confidential and/or private information of the Parties or third parties
 25 ("Confidential Information," as defined in paragraph 1 herein); and

26 Whereas the Parties, by and through their counsel, have agreed to produce
 27 such information for inspection, copying and use in the present action, subject to
 28

6883401.1

STIPULATION AND PROTECTIVE ORDER

1 the terms and conditions of this Stipulation and Protective Order ("Protective
2 Order"), which is further subject to the approval of this Court, the Parties hereby
3 stipulate to the following Protective Order:

4 1. In connection with this action, the Parties may designate any
5 document, thing, material, testimony or other information derived therefrom as
6 "Confidential Information" under the terms of this Protective Order.

7 Confidential information means, but is not necessarily limited to:

8 Trade secrets, proprietary data, and/or confidential business or financial
9 information, including but not limited to, marketing/training materials, agreements,
10 formulas, patterns, compilations, programs, devices, methods, techniques, or
11 processes that:

12 (1) derive independent economic value, actual or potential, from not
13 being generally known to the public or to other persons who can obtain economic
14 value from its disclosure or use; and

15 (2) are the subject of efforts that are reasonable under the circumstances to
16 maintain its secrecy.

17 "Confidential Information" may also include tax, financial, medical or
18 other sensitive information concerning the Parties, or other materials that a party
19 reasonably and in good faith believes is appropriate to designate as confidential
20 in the case. By designating a document, thing, material, testimony or other
21 information derived therefrom as "Confidential" under the terms of this
22 Protective Order, the Party making the designation is certifying to the Court that
23 there is a good faith basis both in law and in fact for the designation.

24 2. Confidential documents shall be so designated by stamping copies of
25 the document produced to a Party with the legend "CONFIDENTIAL." Stamping
26 the legend "CONFIDENTIAL" on the cover of any multipage document shall
27 designate all pages of the document as confidential, unless otherwise indicated by
28 the producing Party.

1 3. Testimony taken at a deposition, conference, hearing or trial may be
2 designated as confidential by making a statement to that effect on the record at the
3 deposition or other proceeding. Arrangements shall be made with the court reporter
4 taking and transcribing such proceeding to separately bind such portions of the
5 transcript containing information designated as confidential, and to label
6 portions appropriately as "CONFIDENTIAL."

7 4. Material designated as "CONFIDENTIAL" under this Protective
8 Order, the information contained therein, and any summaries, copies, abstracts, or
9 other documents derived in whole or in part from material designated as
10 confidential (hereinafter "Confidential Material") shall be used only for the purpose
11 of the prosecution, defense, or settlement of this action, and for no other purpose.

12 5. Confidential Material produced pursuant to this Protective Order may
13 be discussed or made available only to the Court, to counsel for a Party (including
14 the paralegal, clerical, and secretarial staff employed by such counsel), and to the
15 "qualified persons" designated below:

16 a. a Party, or an officer, director, member of the Board of
17 Governors, shareholder, or employee, or independent contractor of a Party
18 reasonably deemed necessary by counsel for that party to aid in the
19 prosecution, defense, or settlement of this action;

20 b. a Party's liability insurer and its directors, officers, and employees;

21 c. experts or consultants (together with their staff) retained by such
22 counsel to assist in the prosecution, defense, or settlement of this action;

23 d. certified shorthand court reporter(s) engaged in this action;

24 e. a witness at any deposition or other proceeding in this action; and

25 f. any other person as to whom the parties in writing agree.

26 Except for the Parties to this action who are directly bound by this
27 agreement, prior to receiving any Confidential Material, each "qualified person"
28 shall be provided with a copy of this Protective Order, and shall indicate in

1 writing their agreement to be bound by it.

2 6. A party that files or intends to file Confidential Information with the
3 Court for the purposes of adjudication or to use at trial will follow the requisite
4 legal procedures for obtaining Court approval for filing such records under seal. All
5 Confidential Information submitted in connection with discovery motions will be
6 submitted under seal.

7 7. Nothing herein shall impose any restrictions on a Party from disclosing
8 its own Confidential Material as it deems appropriate, nor from using or disclosing
9 material that is in the public domain.

10 8. This Protective Order shall be without prejudice to the right of the
11 Parties (i) to bring before the Court at any time the question of whether any
12 particular document or information is confidential or whether its use should be
13 restricted or (ii) to present a motion to the Court for a separate protective order as to
14 any particular document or information, including restrictions differing from those
15 as specified herein. This Protective Order shall not be deemed to prejudice the
16 Parties in any way in any future application for modification of this Protective
17 Order.

18 9. This Protective Order is entered solely for the purpose of facilitating
19 the exchange of documents and information between the Parties to this action
20 without involving the Court unnecessarily in the process. Nothing in this Protective
21 Order nor the production of any information or document under the terms of this
22 Protective Order nor any proceedings pursuant to this Protective Order shall be
23 deemed to have the effect of an admission or waiver by either Party or of altering
24 the confidentiality or non-confidentiality of any such document or information or
25 altering any existing obligation of any Party or the absence thereof.

26 10. This Protective Order shall survive the final termination of this action,
27 to the extent that the information contained in Confidential Material is not or does
28 not become known to the public, and the Court shall retain jurisdiction to resolve

1 any dispute concerning the use of information disclosed hereunder. Unless
2 otherwise agreed by the Parties in writing, upon the date that is three (3) months
3 after the termination of this case, counsel for the Parties shall assemble and return
4 to each other all documents, material and deposition transcripts designated as
5 confidential and all copies of same, or shall certify the destruction thereof.

6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD

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8 DATED: May 19, 2017

NEWMEYER & DILLION LLP

9
10 By: /s/ Stephen M. Hauptman

11 Robert K. Scott
12 Stephen M. Hauptman
13 Attorneys for Plaintiff
14 G&G Door Products, Inc., a
15 California corporation

16 DATED: May 19, 2017

17 CNA COVERAGE LITIGATION
18 GROUP

19 By: /s/ Anthony S. Cox

20 Anthony S. Cox
21 Attorneys for Continental Casualty
22 Company


23 Pursuant to Local Rule 5-4.3.4, I attest that all other signatories to this
24 stipulation concur in its content and have authorized its filing.

25 /s/ Stephen M. Hauptman
26 STEPHEN M. HAUPTMAN

27 ORDER

28 PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: May 24, 2017


Honorable Josephine L. Stanton
Jay C. Gandhi

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SERVICE LIST

G&G Door Products, Inc. v. Continental Casualty Company, Inc., et al.
OCSC Case No. 30-2016-00895561-CU-IC-CXC

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