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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

TELLONE PROFESSIONAL
CENTER LLC,

Plaintiff,

v.

ALLSTATE INSURANCE
COMPANY, THE HARTFORD
STEAM BOILER INSPECTION AND
INSURANCE COMPANY and DOES
1 through 10, inclusive,

Defendants.

Case No. 8:19-cv-02479-JLS-KES

STIPULATED PROTECTIVE ORDER

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the

1 protection it affords from public disclosure and use extends only to the limited
2 information or items that are entitled to confidential treatment under the applicable
3 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
4 that this Stipulated Protective Order does not entitle them to file confidential
5 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
6 followed and the standards that will be applied when a party seeks permission from
7 the court to file material under seal.

8 B. GOOD CAUSE STATEMENT

9 This action is likely to involve trade secrets, customer and pricing lists and other
10 valuable research, development, commercial, financial, technical and/or proprietary
11 information for which special protection from public disclosure and from use for any
12 purpose other than prosecution of this action is warranted. Such confidential and
13 proprietary materials and information consist of, among other things, confidential
14 business or financial information, information regarding confidential business
15 practices, or other confidential research, development, or commercial information
16 (including information implicating privacy rights of third parties), information
17 otherwise generally unavailable to the public, or which may be privileged or otherwise
18 protected from disclosure under state or federal statutes, court rules, case decisions,
19 or common law. Accordingly, to expedite the flow of information, to facilitate the
20 prompt resolution of disputes over confidentiality of discovery materials, to
21 adequately protect information the parties are entitled to keep confidential, to ensure
22 that the parties are permitted reasonable necessary uses of such material in preparation
23 for and in the conduct of trial, to address their handling at the end of the litigation, and
24 serve the ends of justice, a protective order for such information is justified in this
25 matter. It is the intent of the parties that information will not be designated as
26 confidential for tactical reasons and that nothing be so designated without a good faith
27 belief that it has been maintained in a confidential, non-public manner, and there is
28 good cause why it should not be part of the public record of this case.

1 2. DEFINITIONS

2 2.1 Action: This pending federal lawsuit.

3 2.2 Challenging Party: a Party or Non-Party that challenges the designation
4 of information or items under this Order.

5 2.3 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” Information or
6 Items: information (regardless of how it is generated, stored or maintained) or tangible
7 things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as
8 specified above in the Good Cause Statement.

9 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
10 support staff).

11 2.5 Designating Party: a Party or Non-Party that designates information or
12 items that it produces in disclosures or in responses to discovery as
13 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

14 2.6 Disclosure or Discovery Material: all items or information, regardless of
15 the medium or manner in which it is generated, stored, or maintained (including,
16 among other things, testimony, transcripts, and tangible things), that are produced or
17 generated in disclosures or responses to discovery in this matter.

18 2.7 Expert: a person with specialized knowledge or experience in a matter
19 pertinent to the litigation who has been retained by a Party or its counsel to serve as
20 an expert witness or as a consultant in this Action.

21 2.8 House Counsel: attorneys who are employees of a party to this Action.
22 House Counsel does not include Outside Counsel of Record or any other outside
23 counsel.

24 2.9 Non-Party: any natural person, partnership, corporation, association, or
25 other legal entity not named as a Party to this action.

26 2.10 Outside Counsel of Record: attorneys who are not employees of a party
27 to this Action but are retained to represent or advise a party to this Action and have
28

1 appeared in this Action on behalf of that party or are affiliated with a law firm which
2 has appeared on behalf of that party, and includes support staff.

3 2.11 Party: any party to this Action, including all of its officers, directors,
4 employees, consultants, retained experts, and Outside Counsel of Record (and their
5 support staffs).

6 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
7 Discovery Material in this Action.

8 2.13 Professional Vendors: persons or entities that provide litigation support
9 services (e.g., photocopying, videotaping, translating, preparing exhibits or
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)
11 and their employees and subcontractors.

12 2.14 Protected Material: any Disclosure or Discovery Material that is
13 designated as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

14 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
15 from a Producing Party.

16
17 3. SCOPE

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

23 Any use of Protected Material at trial shall be governed by the orders of the trial
24 judge. This Order does not govern the use of Protected Material at trial.

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1 4. DURATION

2 Even after final disposition of this litigation, the confidentiality obligations
3 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
4 in writing or a court order otherwise directs. Final disposition shall be deemed to be
5 the later of (1) dismissal of all claims and defenses in this Action, with or without
6 prejudice; and (2) final judgment herein after the completion and exhaustion of all
7 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits
8 for filing any motions or applications for extension of time pursuant to applicable law.
9

10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material for Protection.

12 Each Party or Non-Party that designates information or items for protection
13 under this Order must take care to limit any such designation to specific material that
14 qualifies under the appropriate standards. The Designating Party must designate for
15 protection only those parts of material, documents, items, or oral or written
16 communications that qualify so that other portions of the material, documents, items,
17 or communications for which protection is not warranted are not swept unjustifiably
18 within the ambit of this Order.

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

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

27 5.2 Manner and Timing of Designations. Except as otherwise provided in
28 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise

1 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
2 under this Order must be clearly so designated before the material is disclosed or
3 produced.

4 Designation in conformity with this Order requires:

5 (a) for information in documentary form (e.g., paper or electronic
6 documents, but excluding transcripts of depositions or other pretrial or trial
7 proceedings), that the Producing Party affix at a minimum, the legend
8 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”) or “ATTORNEYS’
9 EYES ONLY” (hereinafter “ATTORNEYS’ EYES ONLY legend”), to each page that
10 contains protected material. If only a portion or portions of the material on a page
11 qualifies for protection, the Producing Party also must clearly identify the protected
12 portion(s) (e.g., by making appropriate markings in the margins).

13 A Party or Non-Party that makes original documents available for
14 inspection need not designate them for protection until after the inspecting Party has
15 indicated which documents it would like copied and produced. During the inspection
16 and before the designation, all of the material made available for inspection shall be
17 deemed “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.” After the inspecting
18 Party has identified the documents it wants copied and produced, the Producing Party
19 must determine which documents, or portions thereof, qualify for protection under
20 this Order. Then, before producing the specified documents, the Producing Party must
21 affix the “CONFIDENTIAL legend” or “ATTORNEYS’ EYES ONLY” legend to
22 each page that contains Protected Material. If only a portion or portions of the material
23 on a page qualifies for protection, the Producing Party also must clearly identify the
24 protected portion(s) (e.g., by making appropriate markings in the margins).

25 (b) for testimony given in depositions that the Designating Party
26 identify the Disclosure or Discovery Material on the record, before the close of the
27 deposition all protected testimony.

28 (c) for information produced in some form other than documentary

1 and for any other tangible items, that the Producing Party affix in a prominent place
2 on the exterior of the container or containers in which the information is stored the
3 legend “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.” If only a portion or
4 portions of the information warrants protection, the Producing Party, to the extent
5 practicable, shall identify the protected portion(s).

6 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
7 failure to designate qualified information or items does not, standing alone, waive the
8 Designating Party’s right to secure protection under this Order for such material. Upon
9 timely correction of a designation, the Receiving Party must make reasonable efforts
10 to assure that the material is treated in accordance with the provisions of this Order.

11 12 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

13 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
14 designation of confidentiality at any time that is consistent with the Court’s
15 Scheduling Order.

16 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
17 resolution process under Local Rule 37.1 et seq. or follow the procedures for informal,
18 telephonic discovery hearings on the Court's website.

19 6.3 The burden of persuasion in any such challenge proceeding shall be on
20 the Designating Party. Frivolous challenges, and those made for an improper purpose
21 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
22 expose the Challenging Party to sanctions. Unless the Designating Party has waived
23 or withdrawn the confidentiality designation, all parties shall continue to afford the
24 material in question the level of protection to which it is entitled under the Producing
25 Party’s designation until the Court rules on the challenge.

26 27 7. ACCESS TO AND USE OF PROTECTED MATERIAL

28 7.1 Basic Principles. A Receiving Party may use Protected Material that is

1 disclosed or produced by another Party or by a Non-Party in connection with this
2 Action only for prosecuting, defending, or attempting to settle this Action. Such
3 Protected Material may be disclosed only to the categories of persons and under the
4 conditions described in this Order. When the Action has been terminated, a Receiving
5 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

9 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
10 otherwise ordered by the court or permitted in writing by the Designating Party, a
11 Receiving Party may disclose any information or item designated
12 “CONFIDENTIAL” only to:

13 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
14 well as employees of said Outside Counsel of Record to whom it is reasonably
15 necessary to disclose the information for this Action;

16 (b) the officers, directors, and employees (including House Counsel)
17 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

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

21 (d) the court and its personnel;

22 (e) court reporters and their staff;

23 (f) professional jury or trial consultants, mock jurors, and
24 Professional Vendors to whom disclosure is reasonably necessary for this Action and
25 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 (g) the author or recipient of a document containing the information
27 or a custodian or other person who otherwise possessed or knew the information;

28 (h) during their depositions, witnesses ,and attorneys for witnesses, in

1 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
2 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they
3 will not be permitted to keep any confidential information unless they sign the
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed
5 by the Designating Party or ordered by the court. Pages of transcribed deposition
6 testimony or exhibits to depositions that reveal Protected Material may be separately
7 bound by the court reporter and may not be disclosed to anyone except as permitted
8 under this Stipulated Protective Order; and

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

11 7.3 Disclosure of “ATTORNEYS’ EYES ONLY” Information or Items.

12 Unless otherwise ordered by the court or permitted in writing by the Designating
13 Party, a Receiving Party may disclose any information or item designated
14 “ATTORNEYS’ EYES ONLY” only to:

15 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
16 employees of said Outside Counsel of Record to whom it is reasonably necessary to
17 disclose the information for this Action;

18 (b) the court and its personnel; and

19 (c) the author or recipient of a document containing the information or a
20 custodian or other person who otherwise possessed or knew the information.

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22 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
23 OTHER LITIGATION

24 If a Party is served with a subpoena or a court order issued in other litigation
25 that compels disclosure of any information or items designated in this Action as
26 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY,” that Party must:

27 (a) promptly notify in writing the Designating Party. Such notification
28 shall include a copy of the subpoena or court order;

1 (b) promptly notify in writing the party who caused the subpoena or
2 order to issue in the other litigation that some or all of the material covered by the
3 subpoena or order is subject to this Protective Order. Such notification shall include a
4 copy of this Stipulated Protective Order; and

5 (c) cooperate with respect to all reasonable procedures sought to be
6 pursued by the Designating Party whose Protected Material may be affected.

7 If the Designating Party timely seeks a protective order, the Party served with
8 the subpoena or court order shall not produce any information designated in this action
9 as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” before a determination by
10 the court from which the subpoena or order issued, unless the Party has obtained the
11 Designating Party’s permission. The Designating Party shall bear the burden and
12 expense of seeking protection in that court of its confidential material and nothing in
13 these provisions should be construed as authorizing or encouraging a Receiving Party
14 in this Action to disobey a lawful directive from another court.

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

18 (a) The terms of this Order are applicable to information produced by
19 a Non-Party in this Action and designated as “CONFIDENTIAL” or “ATTORNEYS’
20 EYES ONLY.” Such information produced by Non-Parties in connection with this
21 litigation is protected by the remedies and relief provided by this Order. Nothing in
22 these provisions should be construed as prohibiting a Non-Party from seeking
23 additional protections.

24 (b) In the event that a Party is required, by a valid discovery request,
25 to produce a Non-Party’s confidential information in its possession, and the Party is
26 subject to an agreement with the Non-Party not to produce the Non-Party’s
27 confidential information, then the Party shall:

28 (1) promptly notify in writing the Requesting Party and the

1 Non-Party that some or all of the information requested is subject to a confidentiality
2 agreement with a Non-Party;

3 (2) promptly provide the Non-Party with a copy of the
4 Stipulated Protective Order in this Action, the relevant discovery request(s), and a
5 reasonably specific description of the information requested; and

6 (3) make the information requested available for inspection by
7 the Non-Party, if requested.

8 (c) If the Non-Party fails to seek a protective order from this court
9 within 14 days of receiving the notice and accompanying information, the Receiving
10 Party may produce the Non-Party's confidential information responsive to the
11 discovery request. If the Non-Party timely seeks a protective order, the Receiving
12 Party shall not produce any information in its possession or control that is subject to
13 the confidentiality agreement with the Non-Party before a determination by the court.
14 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
15 of seeking protection in this court of its Protected Material.

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17 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
19 Protected Material to any person or in any circumstance not authorized under this
20 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
21 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
22 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
23 persons to whom unauthorized disclosures were made of all the terms of this Order,
24 and (d) request such person or persons to execute the "Acknowledgment and
25 Agreement to Be Bound" that is attached hereto as Exhibit A.

1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
2 PROTECTED MATERIAL

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

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14 12. MISCELLANEOUS

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
16 person to seek its modification by the Court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this
18 Protective Order no Party waives any right it otherwise would have to object to
19 disclosing or producing any information or item on any ground not addressed in this
20 Stipulated Protective Order. Similarly, no Party waives any right to object on any
21 ground to use in evidence of any of the material covered by this Protective Order.

22 12.3 Filing Protected Material. A Party that seeks to file under seal any
23 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
24 only be filed under seal pursuant to a court order authorizing the sealing of the specific
25 Protected Material at issue. If a Party's request to file Protected Material under seal is
26 denied by the court, then the Receiving Party may file the information in the public
27 record unless otherwise instructed by the court.

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1 13. FINAL DISPOSITION

2 After the final disposition of this Action, as defined in paragraph 4, within 60
3 days of a written request by the Designating Party, each Receiving Party must return
4 all Protected Material to the Producing Party or destroy such material. As used in this
5 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
6 summaries, and any other format reproducing or capturing any of the Protected
7 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
8 must submit a written certification to the Producing Party (and, if not the same person
9 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
10 category, where appropriate) all the Protected Material that was returned or destroyed
11 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
12 compilations, summaries or any other format reproducing or capturing any of the
13 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
14 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
15 legal memoranda, correspondence, deposition and trial exhibits, expert reports,
16 attorney work product, and consultant and expert work product, even if such materials
17 contain Protected Material. Any such archival copies that contain or constitute
18 Protected Material remain subject to this Protective Order as set forth in Section 4
19 (DURATION) and counsel for each Party may maintain any such archival copies in
20 continuing compliance with the terms described in this Section as discussed at the
21 IDC with Magistrate Judge Scott on October 9, 2020.

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1 14. Any violation of this Order may be punished by any and all appropriate
2 measures including, without limitation, contempt proceedings and/or monetary
3 sanctions.

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5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6
7 Dated: October 9, 2020

JONES TURNER, LLP

8 /s/ Steven D. Turner

9 Steven D. Turner

10 Attorneys for Defendant

11 The Hartford Steam Boiler Inspection and
Insurance Company

12 Dated: October 9, 2020

13 /s/ Steven Brower

14 Steven Brower

15 Attorneys for Plaintiff

Tellone Professional Center LLC

16 Dated: : October 9, 2020

17 /s/ John D. Edson

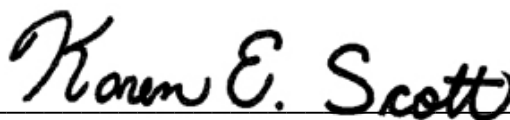
18 John D. Edson

19 Attorneys for Defendant

Allstate Insurance Company

20 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

21
22 DATED: October 13, 2020

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24 Hon. Karen E. Scott

25 United States Magistrate Judge

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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 *Tellone Professional Center, LLC v. Allstate Insurance Company, et al.*, United States District Court, Central District Case No. 8:19-cv-02479 JLS (KESx). 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. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____