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10 Attorneys for Plaintiffs and Cross-Defendants

11 UNITED STATES DISTRICT COURT  
 12 CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

13 DIAMOND PEO, LLC; VL BEST PEO,  
 14 INC.; and SKY HIGH PEO, LLC,  
 15 Plaintiffs,

16 vs.

17 CLEAR SPRING PROPERTY AND  
 18 CASUALTY COMPANY; and DOES 1  
 19 through 50, inclusive,  
 20 Defendants.

21 CLEAR SPRING PROPERTY AND  
 22 CASUALTY COMPANY,  
 23 Cross-Complainant,

24 vs.

25 DIAMOND PEO, LLC; VL BEST PEO,  
 26 INC.; and ROES 1-20, inclusive,  
 27 Cross-Defendants.

CASE NO. 8:21-cv-00866 DOC (KESx)

Assigned to Honorable David O. Carter

**STIPULATED PROTECTIVE ORDER**

1 **I. PURPOSES AND LIMITATIONS**

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

15 **II. GOOD CAUSE STATEMENT**

16 A. This action is likely to involve claims by one or more parties that  
17 information and documents produced through disclosures or discovery implicate the  
18 privacy rights of third parties, or contain private trade secrets and other valuable  
19 research, development, commercial, financial, technical, or proprietary information  
20 for which special protection from public disclosure and from use for any purpose  
21 other than prosecution of this action is warranted. Such claims of private,  
22 confidential, and proprietary materials and information may be based on documents  
23 consisting of, among other things, **workers compensation claims files and**  
24 **documents related to workers compensation claims, which may include**  
25 **personally identifiable information concerning workers compensation claimants,**  
26 **and medical and other information for the claimants,** confidential business or  
27 financial information, information regarding confidential business practices, or other  
28 confidential research, development, or commercial information (including

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

14 **III. DEFINITIONS**

15 A. Action: This pending federal lawsuit.

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

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

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

24 E. Designating Party: A Party or Non-Party that designates information or  
25 items that it produces in disclosures or in responses to discovery as  
26 “CONFIDENTIAL.”

27 F. Disclosure or Discovery Material: All items or information, regardless  
28 of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced or  
2 generated in disclosures or responses to discovery in this matter.

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

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

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

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

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

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

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

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

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

28

1 **IV. SCOPE**

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

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

9 **V. DURATION**

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

18 **VI. DESIGNATING PROTECTED MATERIAL**

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

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

27 2. Mass, indiscriminate, or routinized designations are prohibited.  
28 Designations that are shown to be clearly unjustified or that have been made for an

1 improper purpose (e.g., to unnecessarily encumber the case development process or to  
2 impose unnecessary expenses and burdens on other parties) may expose the  
3 Designating Party to sanctions.

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

8           B.     Manner and Timing of Designations

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

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

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

21           b.     A Party or Non-Party that makes original documents  
22 available for inspection need not designate them for protection until after the  
23 inspecting Party has indicated which documents it would like copied and produced.  
24 During the inspection and before the designation, all of the material made available  
25 for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
26 identified the documents it wants copied and produced, the Producing Party must  
27 determine which documents, or portions thereof, qualify for protection under this  
28 Order. Then, before producing the specified documents, the Producing Party must

1 affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If  
2 only a portion or portions of the material on a page qualifies for protection, the  
3 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
4 appropriate markings in the margins).

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

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

14 C. Inadvertent Failure to Designate

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

20 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

21 A. Timing of Challenges

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

24 B. Meet and Confer

25 1. The Challenging Party shall initiate the dispute resolution process  
26 under Local Rule 37.1 et seq.

27 C. The burden of persuasion in any such challenge proceeding shall be on  
28 the Designating Party. Frivolous challenges, and those made for an improper purpose

1 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
2 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
3 or withdrawn the confidentiality designation, all parties shall continue to afford the  
4 material in question the level of protection to which it is entitled under the Producing  
5 Party’s designation until the Court rules on the challenge.

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

7 A. Basic Principles

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

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

17 B. Disclosure of “CONFIDENTIAL” Information or Items

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

21 a. The Receiving Party’s Outside Counsel of Record in this  
22 Action, as well as employees of said Outside Counsel of Record to whom it is  
23 reasonably necessary to disclose the information for this Action;

24 b. The officers, directors, and employees (including House  
25 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this  
26 Action, including for the purpose of handling any workers’ compensation claims  
27 related to this Action;

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

4 d. The Court and its personnel;

5 e. Court reporters and their staff;

6 f. Professional jury or trial consultants and mock jurors to  
7 whom disclosure is reasonably necessary or this Action;

8 g. The author or recipient of a document containing the  
9 information or a custodian or other person who otherwise possessed or knew the  
10 information;

11 h. During their depositions, witnesses, and attorneys for  
12 witnesses, in the Action to whom disclosure is reasonably necessary provided: (i) the  
13 deposing party requests that the witness sign the “Acknowledgment and Agreement to  
14 Be Bound;” and (ii) they will not be permitted to keep any confidential information  
15 unless they sign the “Acknowledgment and Agreement to Be Bound,” unless  
16 otherwise agreed by the Designating Party or ordered by the Court. Pages of  
17 transcribed deposition testimony or exhibits to depositions that reveal Protected  
18 Material may be separately bound by the court reporter and may not be disclosed to  
19 anyone except as permitted under this Stipulated Protective Order; and

20 i. Any mediator or settlement officer, and their supporting  
21 personnel, mutually agreed upon by any of the parties engaged in settlement  
22 discussions.

23 C. Disclosure of Certain Workers’ Compensation Claim File Materials

24 1. Prior to the disclosure or production of workers’ compensation  
25 claim files in this action by Defendant Clear Spring Property and Casualty Company  
26 (“Defendant”), counsel for Plaintiffs must send to each claimant/employee, at the  
27 employee’s present or last known address, written notification in the form of the  
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1 Notice attached hereto as Exhibit "B" ("Notice") and its enclosure attached hereto as  
2 Exhibit "C".

3           2. Defendant's counsel will provide to Plaintiffs' counsel the last  
4 known address for each claimant/employee whose claim files are sought no later than  
5 five (5) business days after Plaintiffs' counsel requests such addresses and identifies  
6 the claimant's name or claim number relating to each claim file being sought.

7           3. Plaintiffs' counsel will send to Defendant's counsel copies of any  
8 Notice sent pursuant to this section at the same time such Notices are sent to the  
9 claimant/employees. Plaintiffs' counsel will notify Defendant's counsel of any  
10 written objection received from any claimant/employee. Plaintiffs' counsel will  
11 advise Defendant's counsel within five (5) business days of receipt of any Notice that  
12 is returned as undeliverable so that the Parties can take appropriate action.

13           4. Defendant will produce the entire requested claim file, subject to  
14 any applicable privileges that may apply along with a privilege log, no later than ten  
15 (10) business days after the deadline identified in the Notice for the  
16 claimant/employee to notify counsel of his or her objection, provided there was no  
17 objection thereto and provided that the Notice to the employee/claimant was not  
18 returned as undeliverable.

19           5. Defendant will produce the requested claim file, subject to any  
20 applicable privileges that may apply along with a privilege log, no later than ten (10)  
21 business days after receipt of a timely objection, with the exception that unless and  
22 until there is a court order allowing for production, medical information in the claim  
23 file need not be produced if that medical information is unrelated to all of the  
24 following:

25           a. the diagnosis of the mental or physical condition for which  
26 workers' compensation is claimed and the treatment provided for this condition.

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1                   b.       medical information regarding the injury for which workers'  
2 compensation is claimed that is necessary for the employer to have in order for the  
3 employer to modify the employee's work duties.

4                   6.       Defendant will produce the requested claim file, subject to any  
5 applicable privileges that may apply along with a privilege log, no later than ten (10)  
6 business days after Plaintiffs' counsel advises Defendant's counsel of any Notice that  
7 is returned as undeliverable, with the exception that unless and until there is a court  
8 order allowing for production, medical information in the claim file need not be  
9 produced if that medical information is unrelated to all of the following:

10                   a.       the diagnosis of the mental or physical condition for which  
11 workers' compensation is claimed and the treatment provided for this condition.

12                   b.       medical information regarding the injury for which workers'  
13 compensation is claimed that is necessary for the employer to have in order for the  
14 employer to modify the employee's work duties.

15                   7.       Plaintiffs or Defendant, by and through their respective counsel,  
16 may file a motion seeking a court order allowing production of any withheld medical  
17 information that is unrelated to (1) the diagnosis of the mental or physical condition  
18 for which workers' compensation is claimed and the treatment provided for this  
19 condition, and (2) medical information regarding the injury for which workers'  
20 compensation is claimed that is necessary for the employer to have in order for the  
21 employer to modify the employee's work duties.

22 **IX.   PROTECTED MATERIAL REQUESTED, SUPOENAED OR**  
23 **ORDERED PRODUCED**

24                   A.       If a Party is (1) served with a discovery request, subpoena, or order  
25 issued in other litigation that seeks or compels disclosure of any information or items  
26 designated in this Action as "CONFIDENTIAL," or (2) receives a request from any  
27 governmental, law enforcement, or regulatory agency pursuant to any statute,  
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1 regulation, order, or subpoena for any information or items designated in this Action  
2 as “CONFIDENTIAL,” that Party must:

3           1.     Promptly, and in no case more than seven (7) business days, notify  
4 in writing the Designating Party. Such notification shall include a copy of the  
5 request, discovery request, subpoena, or order;

6           2.     Promptly, and in no case more than seven (7) business days, notify  
7 in writing the party who served or made the request, discovery request, subpoena, or  
8 order that some or all of the material covered by the request, discovery request,  
9 subpoena, or order is subject to this Protective Order. Such notification shall include  
10 a copy of this Stipulated Protective Order; and

11           3.     Cooperate with respect to all reasonable procedures sought to be  
12 pursued by the Designating Party whose Protected Material may be affected.

13           B.     If the Designating Party timely seeks a protective order, the Party served  
14 or provided with the request, discovery request, subpoena, or order shall not produce  
15 any information designated in this action as “CONFIDENTIAL” before a  
16 determination (1) by the Court from which discovery request was made, or the  
17 subpoena or order issued, or (2) by the Court in this Action in the case of a request  
18 from any governmental, law enforcement, or regulatory agency pursuant to any  
19 statute, regulation, order, or subpoena, unless the Party has obtained the Designating  
20 Party’s permission in writing. The Designating Party shall bear the burden and  
21 expense of seeking protection of its confidential material and nothing in these  
22 provisions should be construed as authorizing or encouraging a Receiving Party in  
23 this Action to disobey a lawful directive from another court.

24           C.     Notwithstanding the foregoing, nothing contained in this Protective  
25 Order shall require either Party to violate any obligation or duty set forth in any  
26 statute and/or regulation, nor shall it require either Party to violate any of the terms,  
27 conditions, or instructions contained in a lawful order, or directive, or request from  
28 any Court, law enforcement agency or State regulatory agency.

1 **X. 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 by a  
4 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
5 produced by Non-Parties in connection with this litigation is protected by the  
6 remedies and relief provided by this Order. Nothing in these provisions should be  
7 construed as prohibiting a Non-Party from seeking additional protections.

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

12 1. Promptly notify in writing the Requesting Party and the Non-Party  
13 that some or all of the information requested is subject to a confidentiality agreement  
14 with a Non-Party;

15 2. Promptly provide the Non-Party with a copy of the Stipulated  
16 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
17 specific description of the information requested; and

18 3. Make the information requested available for inspection by the  
19 Non-Party, if requested.

20 C. If the Non-Party fails to seek a protective order from this court within 14  
21 days of receiving the notice and accompanying information, the Receiving Party may  
22 produce the Non-Party’s confidential information responsive to the discovery request.  
23 If the Non-Party timely seeks a protective order, the Receiving Party shall not  
24 produce any information in its possession or control that is subject to the  
25 confidentiality agreement with the Non-Party before a determination by the court.  
26 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
27 of seeking protection in this court of its Protected Material.  
28

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

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

10 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
11 **PROTECTED MATERIAL**

12 A. When a Producing Party gives notice to Receiving Parties that certain  
13 inadvertently produced material is subject to a claim of privilege or other protection,  
14 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
15 Procedure 26(b)(5)(B). Pursuant to Federal Rule of Evidence 502(d) and (e), should  
16 the parties reach an agreement on the effect of disclosure of a communication or  
17 information covered by the attorney-client privilege or work product protection, the  
18 parties may incorporate their agreement in the Stipulated Protective Order submitted  
19 to the Court.

20 **XIII. MISCELLANEOUS**

21 A. Right to Further Relief

22 1. Nothing in this Order abridges the right of any person to seek its  
23 modification by the Court in the future.

24 B. Right to Assert Other Objections

25 1. By stipulating to the entry of this Protective Order, no Party  
26 waives any right it otherwise would have to object to disclosing or producing any  
27 information or item on any ground not addressed in this Stipulated Protective Order.  
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1 Similarly, no Party waives any right to object on any ground to use in evidence of any  
2 of the material covered by this Protective Order.

3 C. Filing Protected Material

4 1. A Party that seeks to file under seal any Protected Material must  
5 comply with Civil Local Rule 79-5. Protected Material may only be filed under seal  
6 pursuant to a court order authorizing the sealing of the specific Protected Material at  
7 issue. If a Party's request to file Protected Material under seal is denied by the Court,  
8 then the Receiving Party may file the information in the public record in compliance  
9 with the requirements of Civil L.R. 5.2-1 and FRCP 5.2, unless otherwise instructed  
10 by the Court.

11 **XIV. FINAL DISPOSITION**

12 A. After the final disposition of this Action, as defined in Section V, within  
13 sixty (60) days of a written request by the Designating Party, each Receiving Party  
14 must return all Protected Material to the Producing Party or destroy such material. As  
15 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
16 compilations, summaries, and any other format reproducing or capturing any of the  
17 Protected Material. Whether the Protected Material is returned or destroyed, the  
18 Receiving Party must submit a written certification to the Producing Party (and, if not  
19 the same person or entity, to the Designating Party) by the 60 day deadline that (1)  
20 identifies (by category, where appropriate) all the Protected Material that was  
21 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
22 copies, abstracts, compilations, summaries or any other format reproducing or  
23 capturing any of the Protected Material. Notwithstanding this provision, Counsel are  
24 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition,  
25 and hearing transcripts, legal memoranda, correspondence, deposition and trial  
26 exhibits, expert reports, attorney work product, and consultant and expert work  
27 product, even if such materials contain Protected Material. Any such archival copies  
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1 that contain or constitute Protected Material remain subject to this Protective Order as  
2 set forth in Section V.

3 B. Any violation of this Order shall be adjudicated through any and all  
4 appropriate measures provided for in the Federal Rules of Civil Procedure, the Local  
5 Rules and the Orders of the Court.

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8 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

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10 DATED: May 9, 2022 ROXBOROUGH, POMERANCE, NYE &  
ADREANI LLP  
11 By: /s/ David Ginsburg  
12 MICHAEL B. ADREANI  
13 JOSEPH C. GJONOLA  
14 DAVID R. GINSBURG  
15 Attorneys for Plaintiffs and Cross-  
Defendants, DIAMOND PEO, LLC; VL  
BEST PEO, INC.; and SKY HIGH PEO, LLC

16 DATED: May 9, 2022 GORDON REES SCULLY MANSUKHANI, LLP  
17 By: /s/ Margaret M. Drugan  
18 ASIM K. DESAI  
19 MARGARET M. DRUGAN  
20 Attorneys for Defendant, Cross-Complainant  
CLEAR SPRING PROPERTY AND  
21 CASUALTY COMPANY

22 *Filer's Attestation: Pursuant to Local Rule 5-4.3.4(a)(2)(i) regarding signatures,*  
23 *David Ginsburg hereby attests that all other signatories listed concur in the content*  
24 *of this document and have authorized its filing.*

25 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

26  
27 Dated: May 10, 2022   
28 Hon. Karen E. Scott  
United States Magistrate Judge

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**EXHIBIT A**

**Acknowledgment and Agreement to Be Bound**

I hereby certify my understanding that Confidential Information is being provided to me pursuant to the terms and restrictions of 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 *Diamond PEO, LLC, et al. v. Clear Spring Property and Casualty Company, et al.*, Case Number 8:21-cv-00866 DOC (KESx).

I have been given a copy of that Order and read it. I agree to be bound by the Order. I will not reveal the Confidential Information to anyone, except as allowed by the Order. I will maintain all such Confidential Information, including copies, notes, or other transcriptions made therefrom, in a secure manner to prevent unauthorized access to it. No later than thirty (30) days after the conclusion of this action, I will return or destroy the Confidential Information, including copies, notes, or other transcription made therefrom, to the counsel who provided me with the Confidential Information and will confirm such in writing upon request.

I hereby consent to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the Order.

I declare under penalty of perjury that the foregoing is true and correct and that this certificate is executed this \_\_\_ day of \_\_\_\_\_, 202\_, at \_\_\_\_\_, California.

By: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

1 **EXHIBIT B**

2 \_\_\_\_\_ [Name]  
3 \_\_\_\_\_ [Address]  
4 \_\_\_\_\_ [Address]

5 Re: Diamond PEO, LLC, et al. v. Clear Spring Property and Casualty Company, et al.

6 Dear Mr./Ms.: \_\_\_\_\_

7 A lawsuit is currently pending between Diamond PEO, LLC; VL Best PEO,  
8 Inc., and Sky High PEO, LLC (“Plaintiffs”), on the one hand, and Clear Spring  
9 Property and Casualty Company (“Defendant”), on the other hand. As part of the  
10 lawsuit, Defendant’s records pertaining to your workers' compensation claim are  
being sought for examination by Plaintiffs.

11 Your workers’ compensation claim and any insurance benefits that you  
12 received in connection with your claim will not be affected by this lawsuit, or by  
13 Plaintiffs’ examination of the information in your claim file.

14 This notice is provided to you so that, if you have grounds to do so, you may  
15 object to the disclosure of medical information that is unrelated to the diagnosis,  
16 treatment, and modification of work duties related to your workers’ compensation  
17 claim, to the extent your workers’ compensation claim file contains such information.  
18 Please check the appropriate space on the attached form, fill out the information  
19 requested, and sign and date the attached form. Please mail one copy of the form to  
20 Plaintiffs’ attorneys, and one copy of the form to the Defendant’s attorneys to the  
addresses listed below. We have enclosed pre-addressed, stamped envelopes for your  
convenience. We ask that you notify both of the following individuals in writing  
within 15 days of the date of this notice:

<p>21 Attorney for Plaintiffs 22 David R. Ginsburg, Esq. 23 Roxborough, Pomerance &amp; Nye LLP 24 5900 Canoga Avenue, Suite 450 Woodland Hills, California 91367</p>	<p>Attorney for Defendant Asim K. Desai, Esq. Gordon Rees Scully Mansukhani, LLP 633 West Fifth Street, 52nd Floor Los Angeles, California 90071</p>
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26 If we do not receive a copy of the enclosed executed form within twenty (20)  
27 days, your medical information contained within your workers’ compensation claim  
28 file regarding the above referenced claim will be produced to Plaintiffs.

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If you have any questions about this notice, you may wish to consult an attorney.

Sincerely,

David R. Ginsburg, Esq.  
Attorney for Plaintiffs

cc: Asim K. Desai, Esq.  
Attorney for Defendant

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**EXHIBIT "C"**

**ENCLOSURE TO LETTER TO WORKERS' COMPENSATION CLAIMANTS**

RE: Diamond PEO, LLC, et al. v. Clear Spring Property and Casualty Company, et al..

Claimant Name: \_\_\_\_\_

Claim No.: \_\_\_\_\_

\_\_\_\_\_ I authorize CLEAR SPRING PROPERTY AND CASUALTY COMPANY to disclose my medical information contained in my workers' compensation claim file regarding the above referenced claim to Diamond PEO, LLC, VL Best PEO, Inc. and Sky High PEO, LLC.

\_\_\_\_\_ I do not authorize CLEAR SPRING PROPERTY AND CASUALTY COMPANY to disclose my medical information contained in my workers' compensation claim file regarding the above referenced claim to Diamond PEO, LLC, VL Best PEO, Inc. and Sky High PEO, LLC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Name \_\_\_\_\_

Claim No. \_\_\_\_\_

Address \_\_\_\_\_