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 13 INSURANCE COMPANY OF THE STATE OF
 14 PENNSYLVANIA; THE AMERICAN
 15 INTERNATIONAL GROUP INC. dba THE TRUCK
 16 INSURANCE GROUP A DIVISION OF AMERICAN
 17 INTERNATIONAL GROUP RISK MANAGEMENT

18 UNITED STATES DISTRICT COURT
 19 EASTERN DISTRICT OF CALIFORNIA
 20 FRESNO DIVISION

19 GBTI INC; GILL BROS TRUCKING;
 20 Harninder Gill, Harjinder Gill; Charan Gill;
 21 Pakhar Gill and Gurdial Gill,

Case No. 1:09-CV-01173-LJO-DLB

22 Plaintiffs,

**STIPULATED PROTECTIVE ORDER
 REGARDING DOCUMENTS PRODUCED
 BY INSURANCE COMPANY OF THE
 STATE OF PENNSYLVANIA**

23 v.

24 INSURANCE COMPANY OF THE
 25 STATE OF PENNSYLVANIA; THE
 26 AMERICAN INTERNATIONAL GROUP
 27 INC. dba THE TRUCK INSURANCE
 28 GROUP A DIVISION OF AMERICAN
 INTERNATIONAL GROUP RISK
 MANAGEMENT and DOES 1 through 50,

Defendants.

1 WHEREAS INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA
2 (“ICSOP”) has agreed to produce certain documents responsive to Plaintiffs’, GBTI INC., GILL
3 BROS TRUCKING, Harninder Gill, Harjinder Gill, Charan Gill, Pakhar Gill, and Gurdial Gill
4 (“GBTI”), Request for Production of Documents, Set One.

5 WHEREAS the documents in question contain information that ICSOP considers to be
6 proprietary, private, and/or confidential, the propriety, privacy and confidentiality of which it
7 wishes to maintain.

8 IT IS HEREBY AGREED THAT:

9 1. In order to both provide GBTI with information and documents responsive to its
10 Request for Production, Set One, and to protect the proprietary, private and/or confidential nature
11 of the information contained therein, the parties hereby designate the following documents to be
12 “confidential information” for purposes of the above-captioned litigation:

- 13 (a) AIG Domestic Claims Property and Casualty Best Practices;
- 14 (b) AIG Domestic Claims Property and Casualty Claim Handling Guidelines;
- 15 (c) ICSOP Underwriting File Pertaining to Commercial Auto Policy No. SFT
16 407243601;
- 17 (d) ICSOP Underwriting Guidelines for the issuance of Commercial
18 Automobile Liability Policies;
- 19 (e) ICSOP Underwriting Manuals for the issuance of Commercial Automobile
20 Liability Policies;
- 21 (f) ICSOP Underwriting Reference Materials for the issuance of Commercial
22 Automobile Liability Policies
23 Automobile Liability Policies

24 2. Additional documents and information which are to be considered confidential
25 under this Stipulated Protective Order may be so designated by writing, typing, stamping or
26 otherwise affixing the legend “CONFIDENTIAL” (and such other and further legend as may
27 reasonably be included to specify such confidentiality) on copies of the document(s). Stamping
28 such legend on the cover or first page of any multi-page document shall designate all pages of the

1 document as confidential, unless otherwise indicated by the producing party. Confidential
2 documents and information may also be so designated after production by written communication
3 specifying what documents are to be so considered.

4 3. The inadvertent or unintentional disclosure of confidential information shall not be
5 deemed a waiver in whole or in part of a party's claim of confidentiality. Any such inadvertently
6 or unintentionally disclosed confidential information shall be designated as confidential
7 information as soon as reasonably possible after the producing party becomes aware of the
8 inadvertent or unintentional disclosure.

9 4. Portions of transcripts of depositions in which any confidential information is
10 quoted, paraphrased, discussed or referred to, or in which the subject matter covered by any
11 confidential information is discussed or referred to, shall be subject to the same confidential
12 treatment as provided herein for the underlying confidential information, and shall be designated
13 as confidential. The court reporter will include in the transcripts the words "CONFIDENTIAL –
14 SUBJECT TO PROTECTIVE ORDER" on all pages that have been designated as containing
15 confidential information. Requests for such confidential treatment may be made at the time of the
16 deposition or thereafter. Any deposition exhibits that contain or constitute confidential
17 information shall likewise be so understood and shall not be provided to anyone other than the
18 parties' attorneys and experts, as explained below.

19 5. Information designated as "CONFIDENTIAL – SUBJECT TO PROTECTIVE
20 ORDER" under this Stipulated Protective Order, and any summaries, copies, abstracts or other
21 documents derived in whole or in part from information so designated as confidential, shall be
22 used only by the parties to this action, for the purpose of the prosecution, defense or settlement of
23 the claims asserted in this action, any pre-trial, trial, re-trial and/or appeal of this action, and only
24 in accordance with the provisions of this Stipulated Protective Order. Confidential information
25 shall not be used, directly or indirectly, by any person for any business, commercial or
26 competitive purposes whatsoever.

27 6. Confidential information produced pursuant to this Stipulated Protective Order
28 may be disclosed, summarized, described or made available only for use in the United States

1 District Court for the Eastern District of California, Fresno Division, Case No. 1:09-CV-01173
2 (by the parties thereto, their counsel, clerical and secretarial staff employed by such counsel); to a
3 trier of fact or law in any forum in which the claims asserted in this action may be adjudicated or
4 enforced, and the administrators of that forum; any officer, director or employee of a party
5 deemed necessary by counsel to aid in the prosecution, defense or settlement of this action;
6 experts or consultants (together with their clerical staff) retained by such counsel to assist in the
7 prosecution, defense or settlement of this action, provided that such consultants or experts execute
8 the form attached hereto as Exhibit A; witnesses testifying at deposition or at the hearing of this
9 matter either during their testimony or in preparation therefor, provided that such persons,
10 consultants or experts execute the form attached hereto as Exhibit A prior to receiving such
11 confidential information; court reporters employed in this action; any person to whom disclosure
12 is reasonably necessary to enforce any award or judgment rendered against any party in this
13 proceeding; any other person ordered by the Court or as to whom all parties in writing agree;
14 court personnel, including court reporters, and any special master or mediator appointed by the
15 Court or the parties; and any independent document production services or document recording
16 and retrieval services.

17 7. If any confidential information is lodged or filed with the Court as part of a
18 motion, brief, or other pleading, that information shall be filed in compliance with Local Rules
19 140(d) and 141.

20 8. At any hearing or proceeding in which any document covered by this Stipulated
21 Protective Order is referred to, revealed or discussed, either party may require that the hearing or
22 proceeding be conducted in chambers, except when presented to the trier of fact during trial. Any
23 records made of such proceedings shall also be sealed pursuant to the provisions of Paragraph 7
24 above, until further order of the Court, if any.

25 9. On the request of any party, any person who is not a qualified person described in
26 Paragraph 6, above, shall be excluded from any deposition during the period in which
27 confidential information is used, referred to or discussed.

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1 10. All documents produced in this proceeding pursuant to the terms of this Stipulated
2 Protective Order shall be used by the party to whom such documents are produced solely for
3 purposes of the resolution of the claims asserted in this action, any pre-trial, re-trial and appeal of
4 this action and for no other purpose.

5 11. This Stipulated Protective Order is for the purpose of facilitating the exchange of
6 documents and information between the parties to this action without involving the Court
7 unnecessarily in their process. Nothing in this Stipulated Protective Order, nor the production of
8 any information or document under the terms of this Stipulated Protective Order nor any
9 proceedings pursuant to this Stipulated Protective Order shall be deemed to have the effect of an
10 admission or waiver by any party or altering the confidentiality or non-confidentiality of any
11 confidential information or have the effect of creating any new obligation or altering any existing
12 obligation of any party.

13 12. Counsel for the parties agree to meet and confer and to attempt in good faith to
14 resolve any disputes that may arise concerning the proper interpretation or application of this
15 Stipulated Protective Order.

16 13. This Stipulated Protective Order shall in no way affect or impair the right of any
17 party to compel discovery or to raise or assert any defense or objection, including but not limited
18 to defenses or objections to the discovery of such confidential information as contemplated
19 herein, or to the use, relevance or admissibility of the confidential information at trial or in any
20 other proceeding in the trial court or on appeal of this action only.

21 14. This Stipulated Protective Order shall survive the final termination of this action
22 and the Court shall retain jurisdiction to enforce, construe or modify its terms. Within forty-five
23 (45) days following final disposition of this action, counsel for GBTI shall assemble and return to
24 ICSOP all confidential information, including all copies of same, except counsel shall be
25 permitted to retain for their respective files (i) copies of all papers and documents filed with the
26 Court and (ii) their work product, such as pleadings, correspondence and memoranda, which
27 contain or refer to confidential discovery matter, provided that all such confidential discovery
28 matter and work product shall remain subject to this Stipulated Protective Order.

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15. Confidential information must be stored and maintained by a receiving party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Stipulated Protective Order.

Dated: August 23, 2010

WILD, CARTER & TIPTON
A Professional Corporation

By /s/ Amy R. Lovegren-Tipton
AMY R. LOVEGREN-TIPTON
Attorneys for GBTI, INC.; GILL
BROTHERS TRUCKING; Harninder
Gill; Harjinder Gill; Charan Gill;
Pakhar Gill and Gurdial Gill

Dated: August 23, 2010

**McCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP**

By: /s/ Jay A. Christofferson
Patrick Fredette
Jay A. Christofferson
Timothy R. Sullivan
Attorneys for Defendant
INSURANCE COMPANY OF THE
STATE OF PENNSYLVANIA

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ORDER

The above hereby becomes the PROTECTIVE ORDER of the Court.

27 August 2010

/s/ *Dennis L. Beck*

U.S. Magistrate Judge

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EXHIBIT "A"

ACKNOWLEDGEMENT AND PROMISE OF CONFIDENTIALITY

I, _____, declare as follows:

1. I have received a copy of the **PROTECTIVE ORDER** regarding confidential information in the action entitled *GBTI, Inc. et al. v. Insurance Company of the State of Pennsylvania et al.*, filed in the United States District Court, Eastern District of California, Fresno Division, Case No. 1:09-CV-01173.

2. I will comply with all of the provisions of the **PROTECTIVE ORDER**. I will hold in confidence, will not disclose to anyone other than those persons specifically authorized by the **PROTECTIVE ORDER**, and will not copy or use except for purposes of the litigation, any information designated "**Confidential.**"

3. I will return any materials received under this **PROTECTIVE ORDER** at the conclusion of the instant case, to the party or its counsel who originally disclosed such material. I will not make any unnecessary copies of materials or otherwise disclose materials to any third parties.

I declare under penalty of perjury under the laws of the United States and the State of California that the forgoing is true and correct and that this **ACKNOWLEDGEMENT AND PROMISE OF CONFIDENTIALITY** was executed on the _____ day of _____ in _____.

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