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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

FOSTER POULTRY FARMS, INC.,

Plaintiff,

v.

CERTAIN UNDERWRITERS AT LLOYD’S,
LONDON,

Defendants.

CASE NO. 1:14-cv-00953-WBS-SAB

**ORDER RE STIPULATED
PROTECTIVE ORDER**

STIPULATED PROTECTIVE ORDER

Pursuant to Federal Rule of Civil Procedure 26 and Eastern District Local Rule 141.1, plaintiff Foster Poultry Farms, Inc. (“Foster Farms”) and defendants Certain Underwriters at Lloyd’s, London (collectively, “Underwriters”) (Foster Farms and Underwriters are collectively, the “Parties”) stipulate that disclosure of confidential information in the above-captioned action is subject to the following Stipulated Protective Order.

GOOD CAUSE STATEMENT

Foster Farms asserts claims for declaratory judgment and breach of contract against Underwriters. Foster Farms alleges that Underwriters have improperly denied insurance coverage to Foster Farms for costs associated with a Notice of Suspension initiated by the Food Safety and Inspection Service of the United States Department of Agriculture under a Product Contamination Policy – Food and Beverage that Foster Farms purchased and to which Underwriters each individually and severally subscribed. Underwriters deny the allegations.

The Parties believe that they may be required to produce or disclose in this litigation information that one or more of the Parties and/or Non-Parties contend contains information of a

1 confidential, commercially sensitive, and/or proprietary nature and that, if disclosed in this litigation
2 without restriction on its use or further disclosure, it may cause disadvantage, harm, damage, and/or
3 loss to the disclosing party or Non-Parties. Among other things, Foster Farms expects to request the
4 production of documents regarding certain internal Underwriters communications, Underwriters
5 personnel information, and other potentially proprietary or confidential Underwriters information.
6 Similarly, Underwriters have requested that Foster Farms produce commercially sensitive
7 information, including Foster Farms' communications with governmental entities, business
8 procedures, and related confidential information.

9 The documents that are the subject of this Stipulated Protective Order, if produced, and
10 without waiver of any other objections, include the following categories:

- 11 (a) Personnel files and other private or confidential employment records or information.
- 12 (b) Confidential business or commercial information as referenced in Federal Rule of
13 Civil Procedure 26(c)(1)(G), including without limitation information relating to specific customer
14 information, financial information, sales records, customer quotes or proposals, customer lists, terms
15 of payment, pricing, costs, profits, or other sales information for specific equipment, products, or
16 parts.
- 17 (c) Information subject to a separate protective order or confidentiality agreement.

18 The Parties further believe that the need for protection should be addressed by a court order,
19 as opposed to a private agreement between and among the Parties to facilitate the orderly and
20 efficient discovery of relevant information while minimizing the potential for unauthorized
21 disclosure or use of confidential, commercially sensitive, and/or proprietary information. In
22 addition, the Parties would like the ability to request that the court rule on challenges to a Party's
23 confidentiality designation. Finally, in the Parties' experience, a court-approved protective order
24 provides additional comfort and protections to Non-Parties that may be asked to produce sensitive
25 information in this litigation.

26 **1. LIMITATIONS**

27 The Parties acknowledge that this Order does not confer blanket protections on all
28 disclosures or responses to discovery and that the protection it affords from public disclosure and use

1 extends only to the limited information or items that are entitled to confidential treatment under the
2 applicable legal principles. The Parties further acknowledge, as set forth in Section 12.3, below, that
3 this Stipulated Protective Order does not entitle them to file confidential information under seal;
4 Local Rule 141 sets forth the procedures that must be followed and the standards that will be applied
5 when a Party seeks permission from the court to file material under seal.

6 **2. DEFINITIONS**

7 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
8 information or items under this Order.

9 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it
10 is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
11 of Civil Procedure 26(c).

12 2.3 Counsel (without qualifier): Outside Counsel of Record and In-House
13 Counsel (as well as their support staff).

14 2.4 Designating Party: a Party or Non-Party that designates information or items
15 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL – SUBJECT TO
16 PROTECTIVE ORDER.”

17 2.5 Disclosure or Discovery Material: all items or information, regardless of the
18 medium or manner in which it is generated, stored, or maintained (including, among other things,
19 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
20 responses to discovery in this matter.

21 2.6 Expert: a person with specialized knowledge or experience in a matter
22 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert
23 witness or as a consultant in this action.

24 2.7 In-House Counsel: attorneys who are employees of a Party to this action, or
25 employees of the managing agents for Underwriters. In-House Counsel does not include Outside
26 Counsel of Record or any other outside counsel.

27 2.8 Non-Party: any natural person, partnership, corporation, association, or other
28 legal entity not named as a Party to this action.

1 2.9 Outside Counsel of Record: attorneys who are not employees of a Party to
2 this action but are retained to represent or advise a Party to this action and have appeared in this
3 action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that
4 party. This definition includes attorneys retained to represent Foster Farms in the action pending
5 before this court captioned *Foster Poultry Farms v. Orkin, LLC, et al.*, No. 1:14-CV-00812-JAM-
6 GSA (the “Orkin Matter”).

7 2.10 Party: any party to this action, including managing agents for Underwriters,
8 and all of such party’s officers, directors, employees, consultants, retained experts, and Outside
9 Counsel of Record (and their support staffs).

10 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
11 Material in this action.

12 2.12 Professional Vendors: persons or entities that provide litigation support
13 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
14 organizing, storing, or retrieving data in any form or medium) and their employees and
15 subcontractors.

16 2.13 Protected Material: any Disclosure or Discovery Material that is designated
17 as “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER.”

18 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from
19 a Producing Party.

20 **3. SCOPE**

21 The protections conferred by this Stipulation and Order cover not only Protected Material (as
22 defined above), but also (1) any information copied or extracted from Protected Material; (2) all
23 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
24 conversations, or presentations by Parties or their Counsel that might reveal Protected Material; and
25 (4) any notes relating to Protected Material (subject to the provisions of Local Rule 141). However,
26 the protections conferred by this Stipulation and Order do not cover the following information:

27 (a) any information that is in the public domain at the time of disclosure to a Receiving Party or
28 becomes part of the public domain after its disclosure to a Receiving Party as a result of publication

1 not involving a violation of this Order, including becoming part of the public record through trial or
2 otherwise; and (b) any information known to the Receiving Party prior to the disclosure or obtained
3 by the Receiving Party after the disclosure from a source who obtained the information lawfully and
4 under no obligation of confidentiality to the Designating Party. Pursuant to Local Rule 141.1(b)(2),
5 any use of Protected Material at trial shall be governed by a separate agreement or order.

6 **4. DURATION**

7 Even after final disposition of this litigation, the confidentiality obligations imposed by this
8 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
9 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
10 defenses in this action, with prejudice; and (2) final judgment herein after the completion and
11 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time
12 limits for filing any motions or applications for extension of time pursuant to applicable law.

13 **5. DESIGNATING PROTECTED MATERIAL**

14 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
15 Party or Non-Party that designates information or items for protection under this Order must take
16 care to limit any such designation to specific material that qualifies under the appropriate standards.
17 To the extent it is practical to do so, the Designating Party must designate for protection only those
18 parts of material, documents, items, or oral or written communications that qualify – so that other
19 portions of the material, documents, items, or communications for which protection is not warranted
20 are not swept unjustifiably within the ambit of this Order.

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

24 5.2 Manner and Timing of Designations. Except as otherwise provided in this
25 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
26 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
27 designated before the material is disclosed or produced.

28 Designation in conformity with this Order requires:

1 (a) for information in documentary form (e.g., paper or electronic
2 documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the
3 Producing Party affix the legend “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” to
4 each page of a document that contains protected material. If only a portion or portions of the material
5 on a page qualifies for protection, the Producing Party also must clearly identify the protected
6 portion(s) (e.g., by making appropriate markings in the margins). A Party or Non-Party that makes
7 original documents or materials available for inspection need not designate them for protection until
8 after the inspecting Party has indicated which material it would like copied and produced. During
9 the inspection and before the designation, all of the material made available for inspection shall be
10 deemed “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER.” After the inspecting Party
11 has identified the documents it wants copied and produced, the Producing Party must determine
12 which documents, or portions thereof, qualify for protection under this Order. Then, before
13 producing the specified documents, the Producing Party must affix the “CONFIDENTIAL –
14 SUBJECT TO PROTECTIVE ORDER” legend to each page of a document that contains Protected
15 Material. If only a portion or portions of the material on a page qualifies for protection, the
16 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate
17 markings in the margins).

18 (b) for testimony given in deposition or in other pretrial or trial
19 proceedings, that within 21 days after receipt of a final copy of the transcript, the Designating Party
20 must identify the specific portions of the testimony as to which protection is sought. Only those
21 portions of the testimony that are appropriately designated for protection within the 21 days shall be
22 covered by the provisions of this Stipulated Protective Order. Alternatively, a Designating Party
23 may specify, at the deposition or up to 21 days after receipt of a copy of a transcript, that the entire
24 transcript shall be treated as “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER.” During
25 the 21-day period, all testimony shall be deemed Protected Material, as if marked
26 “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER.” Transcripts containing Protected
27 Material shall have an obvious legend on the title page that the transcript contains Protected
28 Material. The Designating Party shall inform the court reporter of these requirements.

1 (c) on the record, before the close of the deposition, hearing, or other
2 proceeding, all protected testimony.

3 (d) for information produced in some form other than documentary and
4 for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the
5 container or containers in which the information or item is stored the legend “CONFIDENTIAL –
6 SUBJECT TO PROTECTIVE ORDER.” If only a portion or portions of the information or item
7 warrant protection, the Producing Party, to the extent practicable, shall identify the protected
8 portion(s).

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

14 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

15 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
16 of confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
17 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,
18 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a
19 confidentiality designation by electing not to mount a challenge promptly after the original
20 designation is disclosed.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
22 process by providing written notice of each designation it is challenging and describing the basis for
23 each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice
24 must recite that the challenge to confidentiality is being made in accordance with this specific
25 paragraph of the Stipulated Protective Order. The Parties shall attempt to resolve each challenge in
26 good faith and must begin the process by conferring directly (in voice to voice dialogue; other forms
27 of communication are not sufficient) within 14 days of the date of service of notice. In conferring,
28 the Challenging Party must explain the basis for its belief that the confidentiality designation was not

1 proper and must give the Designating Party an opportunity to review the designated material, to
2 reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the
3 chosen designation. A Challenging Party may proceed to the next stage of the challenge process
4 only if it has engaged in this meet and confer process first or establishes that the Designating Party is
5 unwilling to participate in the meet and confer process in a timely manner.

6 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
7 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Local
8 Rules 141.1 and 251 within 30 days of the Parties agreeing that the meet and confer process will not
9 resolve their dispute. Each such motion must be accompanied by a competent declaration affirming
10 that the movant has complied with the meet and confer requirements imposed in the preceding
11 paragraph. Failure by the Designating Party to make such a motion including the required
12 declaration within 30 days shall automatically waive the confidentiality designation for each
13 challenged designation. In addition, the Challenging Party may file a motion challenging a
14 confidentiality designation at any time if there is good cause for doing so, including a challenge to
15 the designation of a deposition transcript or any portions thereof. Any motion brought pursuant to
16 this provision must be accompanied by a competent declaration affirming that the movant has
17 complied with the meet and confer requirements imposed by the preceding paragraph.

18 The burden of persuasion in any such challenge proceeding shall be on the Designating
19 Party. Unless the Designating Party has waived the confidentiality designation by failing to file a
20 motion to retain confidentiality as described above, all Parties shall continue to afford the material in
21 question the level of protection to which it is entitled under the Producing Party's designation until
22 the court rules on the challenge.

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

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

3 7.2 Protected Material must be stored and maintained by a Receiving Party at a
4 location and in a secure manner that ensures that access is limited to the persons authorized under
5 this Order.

6 7.3 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
7 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
8 disclose any information or item designated “CONFIDENTIAL – SUBJECT TO PROTECTIVE
9 ORDER” only to:

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

13 (b) the officers, directors, and employees (including In-House Counsel) of
14 the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have
15 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

19 (d) the court and its personnel;

20 (e) court reporters and their staff, professional jury or trial consultants,
21 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation
22 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (f) during their depositions, witnesses in the action to whom disclosure is
24 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”
25 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of
26 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be
27 separately bound by the court reporter and may not be disclosed to anyone except as permitted under
28 this Stipulated Protective Order.

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

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

5 If a Receiving Party is served with a subpoena or a court order issued in other litigation that
6 compels disclosure of any information or items designated in this action as “CONFIDENTIAL –
7 SUBJECT TO PROTECTIVE ORDER,” that Receiving Party must:

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

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

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

16 (d) If the Designating Party timely seeks a protective order, the Party
17 served with the subpoena or court order shall not produce any information designated in this action
18 as “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” before a determination by the court
19 from which the subpoena or order issued, unless the Receiving Party has obtained the Designating
20 Party’s permission. The Designating Party shall bear the burden and expense of seeking protection
21 in that court of its confidential material – and nothing in these provisions should be construed as
22 authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from
23 another court.

24 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**
25 **THIS LITIGATION**

26 (a) The terms of this Order are applicable to information produced by a
27 Non-Party in this action and designated as “CONFIDENTIAL – SUBJECT TO PROTECTIVE
28 ORDER.” Such information produced by Non-Parties in connection with this litigation is protected

1 by the remedies and relief provided by this Order. Nothing in these provisions should be construed
2 as prohibiting a Non-Party from seeking additional protections.

3 (b) In the event that a Party is required, by a valid discovery request, to
4 produce a Non-Party's confidential information in its possession, and the Party is subject to an
5 agreement with the Non-Party not to produce the Non-Party's confidential information, then the
6 Party shall:

7 1) promptly notify in writing the Requesting Party and the
8 Non-Party that some or all of the information requested is subject to a confidentiality agreement with
9 a Non-Party;

10 2) promptly provide the Non-Party with a copy of the
11 Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably
12 specific description of the information requested; and

13 3) make the information requested available for inspection
14 by the Non-Party.

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

22 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

3 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED**
4 **MATERIAL**

5 Any inadvertent disclosure or production of materials subject to the work product doctrine,
6 the attorney-client privilege, or any other applicable privilege or protection shall not constitute or be
7 deemed a waiver of any such privilege or protection, provided that the Producing Party shall notify
8 the Receiving Party in writing of such protection or privilege promptly after the Producing Party
9 discovers such materials have been inadvertently produced. A Party who receives any inadvertently
10 disclosed information may not use or disclose such information in this or any other proceeding or to
11 any third party. Within five (5) business days after receiving notification or otherwise learning of
12 the inadvertent disclosure or production, the Receiving Party shall certify in writing that it has
13 destroyed or returned all copies of the inadvertently disclosed or produced information, including
14 any summaries thereof. Within five (5) business days after the receipt of the Receiving Party’s
15 confirmation that it has destroyed or returned all copies of the inadvertently disclosed or produced
16 information, the Producing Party shall provide the Receiving Party with a record (i.e., privilege log)
17 establishing the privileged or protected nature of the inadvertently disclosed information. The
18 Producing Party must preserve a copy of all such inadvertently disclosed information.

19 Notwithstanding the foregoing, the Receiving Party may move the court for an order compelling
20 production of the inadvertently produced information on the ground that it is not, in fact, privileged
21 or protected; however, the moving party may not assert the circumstances surrounding the
22 inadvertent disclosure as a ground for entering such an order.

23 **12. MISCELLANEOUS**

24 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person
25 to seek its modification by the court in the future.

26 12.2 Right to Assert Other Objections. By stipulating to the entry of this Stipulated
27 Protective Order, no Party waives any right it otherwise would have to object to disclosing or
28 producing any information or item on any ground not addressed in this Stipulated Protective Order.

1 Similarly, no Party waives any right to object on any ground to use in evidence of any of the material
2 covered by this Stipulated Protective Order.

3 12.3 Filing Protected Material. Without written permission from the Designating
4 Party or a court order secured after appropriate notice to all interested persons, a Party may not file
5 in the public record in this action any Protected Material. A Party that seeks to file under seal any
6 Protected Material must comply with Local Rule 141. Protected Material may only be filed under
7 seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue.

8 12.4 Applicable Law. This Stipulated Protective Order is subject to the Local
9 Rules of the Eastern District of California and the Federal Rules of Civil Procedure on matters of
10 procedure and calculation of time periods.

11 12.5 Agreement of the Parties. If the court does not sign and enter this Stipulated
12 Protective Order for any reason, the Parties to this Stipulated Protective Order shall remain bound by
13 all of its terms and provisions, except as otherwise provided by governing law or by any subsequent
14 court order in this litigation.

15 **13. FINAL DISPOSITION**

16 Within 60 days after the final disposition of this action, as defined in paragraph 4 or such
17 other time to be agreed upon by the Parties and ordered by the court, each Receiving Party must
18 return all Protected Material to the Producing Party or destroy such material. As used in this
19 subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any
20 other format reproducing or capturing any of the Protected Material. Whether the Protected Material
21 is returned or destroyed, the Receiving Party must submit a written certification to the Producing
22 Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1)
23 identifies (by category, where appropriate) all the Protected Material that was returned or destroyed
24 and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations,
25 summaries or any other format reproducing or capturing any of the Protected Material.

26 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings,
27 motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
28 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work

1 product, even if such materials contain Protected Material. Any such archival copies that contain or
2 constitute Protected Material remain subject to this Stipulated Protective Order as set forth in Section
3 4 (DURATION).

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

5 DATED: January 21, 2015

DICKSTEIN SHAPIRO LLP

6 By: /s/ Fiona A. Chaney
7 Fiona A. Chaney
8 2049 Century Park East, Suite 700
9 Los Angeles, CA 90067-3109
10 Email: chaneyf@dicksteinshapiro.com
11 Attorneys for Plaintiff

12 DATED: January 21, 2015

SEDGWICK LLP_

13 By: /s/ Wayne A. Wolff
14 (as authorized on 1-21-15)
15 WAYNE A. WOLFF
16 333 Bush Street, 30th Floor
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19 Attorneys for Defendants

20 Pursuant to the stipulation of the parties, IT IS SO ORDERED.

21 IT IS SO ORDERED.

22 Dated: February 18, 2015



UNITED STATES MAGISTRATE JUDGE