

1 McCormick, Barstow, Sheppard,  
 2 Wayte & Carruth LLP  
 3 Gordon M. Park, #72190  
 4 Todd W. Baxter, #152212  
 5 Dana B. Denno, #227971  
 6 7647 North Fresno Street  
 7 Fresno, California 93720  
 8 Telephone: (559) 433-1300  
 9 Facsimile: (559) 433-2300

6 Attorneys for STATE FARM GENERAL  
 7 INSURANCE COMPANY, STATE FARM FIRE  
 8 AND CASUALTY COMPANY

8 UNITED STATES DISTRICT COURT  
 9 EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION

11 HALONDA NAFF and JARVIS NAFF,  
 12 Plaintiffs,  
 13 v.  
 14 STATE FARM GENERAL INSURANCE  
 15 COMPANY, STATE FARM FIRE AND  
 16 CASUALTY COMPANY, and DOES 1  
 17 through 25, inclusive,  
 Defendants.

Case No. 1:15-cv-00515-JLT

**STIPULATION FOR PROTECTIVE  
 ORDER RE: PRODUCTION OF  
 CONFIDENTIAL AND PROPRIETARY  
 INFORMATION; [PROPOSED] ORDER  
 (Doc. 14)**

18 **IT IS HEREBY STIPULATED** by and between the Parties Plaintiffs, HALONDA NAFF  
 19 and JARVIS NAFF, and Defendant, State Farm General Insurance Company (“State Farm”), by and  
 20 through their respective counsel of record, that in order to facilitate the exchange of information and  
 21 documents which may be subject to confidentiality limitations on disclosure due to federal laws, state  
 22 laws, and privacy rights, the Parties stipulate as follows:

- 23 1. In this Stipulation and Protective Order, the words set forth below shall have the  
 24 following meanings:
- 25 a. “Proceeding” means the above-entitled proceeding 1:15-cv-00515-JLT.
  - 26 b. “Court” means the Hon. Magistrate Jennifer Thurston, or any other judge to  
 27 which this proceeding may be assigned, including Court staff participating in such proceedings.
  - 28 c. “Confidential” means any information which is in the possession of a

1 Designating Party who believes in good faith that such information is entitled to confidential treatment  
2 under applicable law.

3 d. “Confidential Materials” means any Documents, Testimony or Information as  
4 defined below designated as “Confidential” and including trade secret information pursuant to the  
5 provisions of this Stipulation and Protective Order.

6 e. “Designating Party” means the Party that designates Materials as  
7 “Confidential.”

8 f. “Disclose” or “Disclosed” or “Disclosure” means to reveal, divulge, give, or  
9 make available Materials, or any part thereof, or any information contained therein.

10 g. “Documents” means (i) any “Writing,” “Original,” and “Duplicate” as those  
11 terms are defined by California Evidence Code Sections 250, 255, and 260, which have been produced  
12 in discovery in this Proceeding by any person, and (ii) any copies, reproductions, or summaries of all  
13 or any part of the foregoing.

14 h. “Information” means the content of Documents or Testimony.

15 i. “Testimony” means all depositions, declarations or other testimony taken or  
16 used in this Proceeding.

17 2. The Designating Party shall have the right to designate as “Confidential” any  
18 Documents, Testimony or Information that the Designating Party in good faith believes to contain  
19 non-public information that is entitled to confidential treatment under applicable law.

20 3. The entry of this Stipulation and Protective Order does not alter, waive, modify, or  
21 abridge any right, privilege or protection otherwise available to any Party with respect to the discovery  
22 of matters, including but not limited to any Party’s right to assert the attorney-client the attorney work  
23 product doctrine, or other privileges, or any Party’s right to contest any such assertion.

24 4. Except as set forth in Paragraph 5, any Documents, Testimony or Information to be  
25 designated as “Confidential” must be clearly so designated before the Document, Testimony or  
26 Information is Disclosed or produced. The parties may agree that the case name and number are to be  
27 part of the “Confidential” designation. The “Confidential” designation should not obscure or interfere  
28 with the legibility of the designated Information.

1 a. For Documents (apart from transcripts of depositions or other pretrial or trial  
2 proceedings), the Designating Party must affix the legend “Confidential” on each page of any  
3 Document containing such designated Confidential Material.

4 b. For Testimony given in depositions the Designating Party may either:

5 i. identify on the record, before the close of the deposition, all  
6 “Confidential” Testimony, by specifying all portions of the Testimony that qualify as  
7 “Confidential,” referenced exhibits of which will be separated and marked as  
8 “Confidential;” or

9 ii. designate the entirety of the Testimony at the deposition as  
10 “Confidential” (before the deposition is concluded) with the right to identify more  
11 specific portions of the Testimony as to which protection is sought within 30 days  
12 following receipt of the deposition transcript. In circumstances where portions of the  
13 deposition Testimony are designated for protection, the transcript pages containing  
14 “Confidential” Information may be separately bound by the court reporter, who must  
15 affix to the top of each page the legend “Confidential,” as instructed by the  
16 Designating Party.

17 c. For Information produced in some form other than Documents, and for any  
18 other tangible items, including, without limitation, compact discs or DVDs, the Designating Party  
19 must affix in a prominent place on the exterior of the container or containers in which the Information  
20 or item is stored the legend “Confidential.” If only portions of the Information or item warrant  
21 protection, the Designating Party, to the extent practicable, shall identify the “Confidential” portions.

22 5. The inadvertent production by any of the undersigned Parties or non-Parties to the  
23 Proceedings of any Document, Testimony or Information during discovery in this Proceeding without  
24 a “Confidential” designation, shall be without prejudice to any claim that such item is “Confidential”  
25 and such Party shall not be held to have waived any rights by such inadvertent production. In the event  
26 that any Document, Testimony or Information that is subject to a “Confidential” designation is  
27 inadvertently produced without such designation, the Party that inadvertently produced the document  
28 shall give written notice of such inadvertent production within twenty (20) days of discovery of the

1 inadvertent production, together with a further copy of the subject Document, Testimony or  
2 Information designated as “Confidential” (the “Inadvertent Production Notice”). Upon receipt of such  
3 Inadvertent Production Notice, the Party that received the inadvertently produced Document,  
4 Testimony or Information shall promptly destroy the inadvertently produced Document, Testimony or  
5 Information and all copies thereof, or, at the expense of the producing Party, return such together with  
6 all copies of such Document, Testimony or Information to counsel for the producing Party and shall  
7 retain only the “Confidential” designated Materials. Should the receiving Party choose to destroy such  
8 inadvertently produced Document, Testimony or Information, the receiving Party shall notify the  
9 producing Party in writing of such destruction within ten (10) days of receipt of written notice of the  
10 inadvertent production. This provision is not intended to apply to any inadvertent production of any  
11 Information protected by attorney-client or work product privileges. In the event that this provision  
12 conflicts with any applicable law regarding waiver of confidentiality through the inadvertent  
13 production of Documents, Testimony or Information, such law shall govern.

14           6.       In the event that counsel for a Party receiving Documents, Testimony or Information in  
15 discovery designated as “Confidential” objects to such designation with respect to any or all of such  
16 items, said counsel shall advise counsel for the Designating Party, in writing, of such objections, the  
17 specific Documents, Testimony or Information to which each objection pertains, and the specific  
18 reasons and support for such objections (the “Designation Objections”). Counsel for the Designating  
19 Party shall have thirty (30) days from receipt of the written Designation Objections to either (a) agree  
20 in writing to de-designate Documents, Testimony or Information pursuant to any or all of the  
21 Designation Objections and/or (b) file a motion with the Court seeking to uphold any or all  
22 designations on Documents, Testimony or Information addressed by the Designation Objections  
23 (the “Designation Motion”). Pending a resolution of the Designation Motion by the Court, any and all  
24 existing designations on the Documents, Testimony or Information at issue in such Motion shall  
25 remain in place. The Designating Party shall have the burden on any Designation Motion of  
26 establishing the applicability of its “Confidential” designation. In the event that the Designation  
27 Objections are neither timely agreed to nor timely addressed in the Designation Motion, then such  
28 Documents, Testimony or Information shall be de-designated in accordance with the Designation

1 Objection applicable to such material.

2           7.       Access to and/or Disclosure of Confidential Materials designated as “Confidential”  
3 shall be permitted only to the following persons:

4                   a.       the Court;

5                   b.       (1) Attorneys of record in the Proceedings and their affiliated attorneys,  
6 paralegals, clerical and secretarial staff employed by such attorneys who are actively involved in the  
7 Proceedings and are not employees of any Party; (2) In-house counsel to the undersigned Parties and  
8 the paralegal, clerical and secretarial staff employed by such counsel. Provided, however, that each  
9 non-lawyer given access to Confidential Materials shall be advised that such Materials are being  
10 Disclosed pursuant to, and are subject to, the terms of this Stipulation and Protective Order and that  
11 they may not be Disclosed other than pursuant to its terms;

12                   c.       those officers, directors, partners, members, employees and agents of all non-  
13 designating Parties that counsel for such Parties deems necessary to aid counsel in the prosecution and  
14 defense of this Proceeding; provided, however, that prior to the Disclosure of Confidential Materials  
15 to any such officer, director, partner, member, employee or agent, counsel for the Party making the  
16 Disclosure shall deliver a copy of this Stipulation and Protective Order to such person, shall explain  
17 that such person is bound to follow the terms of such Order, and shall secure the signature of such  
18 person on a statement in the form attached hereto as Exhibit A;

19                   d.       court reporters in this Proceeding (whether at depositions, hearings, or any other  
20 proceeding);

21                   e.       any deposition, trial or hearing witness in the Proceeding who previously has  
22 had access to the Confidential Materials, or who is currently or was previously an officer, director,  
23 partner, member, employee or agent of an entity that has had access to the Confidential Materials;

24                   f.       any deposition or non-trial hearing witness in the Proceeding who previously  
25 did not have access to the Confidential Materials; provided, however, that each such witness given  
26 access to Confidential Materials shall be advised that such Materials are being Disclosed pursuant to,  
27 and are subject to, the terms of this Stipulation and Protective Order and that they may not be  
28 Disclosed other than pursuant to its terms;

1 g. mock jury participants, provided, however, that prior to the Disclosure of  
2 Confidential Materials to any such mock jury participant, counsel for the Party making the Disclosure  
3 shall deliver a copy of this Stipulation and Protective Order to such person, shall explain that such  
4 person is bound to follow the terms of such Order, and shall secure the signature of such person on a  
5 statement in the form attached hereto as Exhibit A.

6 h. outside experts or expert consultants consulted by the undersigned Parties or  
7 their counsel in connection with the Proceeding, whether or not retained to testify at any oral hearing;  
8 provided, however, that prior to the Disclosure of Confidential Materials to any such expert or expert  
9 consultant, counsel for the Party making the Disclosure shall deliver a copy of this Stipulation and  
10 Protective Order to such person, shall explain its terms to such person, and shall secure the signature  
11 of such person on a statement in the form attached hereto as Exhibit A. It shall be the obligation of  
12 counsel, upon learning of any breach or threatened breach of this Stipulation and Protective Order by  
13 any such expert or expert consultant, to promptly notify counsel for the Designating Party of such  
14 breach or threatened breach; and

15 i. any other person that the Designating Party agrees to in writing.

16 8. Confidential Materials shall be used by the persons receiving them only for the  
17 purposes of preparing for, conducting, participating in the conduct of, and/or prosecuting and/or  
18 defending the Proceeding, and not for any business or other purpose whatsoever.

19 9. Any Party to the Proceeding (or other person subject to the terms of this Stipulation and  
20 Protective Order) may ask the Court, after appropriate notice to the other Parties to the Proceeding, to  
21 modify or grant relief from any provision of this Stipulation and Protective Order.

22 10. Entering into, agreeing to, and/or complying with the terms of this Stipulation and  
23 Protective Order shall not:

24 a. operate as an admission by any person that any particular Document, Testimony  
25 or Information marked “Confidential” contains or reflects trade secrets, proprietary, confidential or  
26 competitively sensitive business, commercial, financial or personal information; or

27 b. prejudice in any way the right of any Party (or any other person subject to the  
28 terms of this Stipulation and Protective Order):

1 i. to seek a determination by the Court of whether any particular  
2 Confidential Material should be subject to protection as “Confidential” under the terms  
3 of this Stipulation and Protective Order; or ii. to seek relief from the Court on  
4 appropriate notice to all other Parties to the Proceeding from any provision(s) of this  
5 Stipulation and Protective Order, either generally or as to any particular Document,  
6 Material or Information.

7 11. Any Party to the Proceeding who has not executed this Stipulation and Protective Order  
8 as of the time it is presented to the Court for signature may thereafter become a Party to this  
9 Stipulation and Protective Order by its counsel’s signing and dating a copy thereof and filing the same  
10 with the Court, and serving copies of such signed and dated copy upon the other Parties to this  
11 Stipulation and Protective Order.

12 12. Any Information that may be produced by a non-Party witness in discovery in the  
13 Proceeding pursuant to subpoena or otherwise may be designated by such non-Party as “Confidential”  
14 under the terms of this Stipulation and Protective Order, and any such designation by a non-Party shall  
15 have the same force and effect, and create the same duties and obligations, as if made by one of the  
16 undersigned Parties hereto. Any such designation shall also function as a consent by such producing  
17 Party to the authority of the Court in the Proceeding to resolve and conclusively determine any motion  
18 or other application made by any person or Party with respect to such designation, or any other matter  
19 otherwise arising under this Stipulation and Protective Order.

20 13. If any person subject to this Stipulation and Protective Order who has custody of any  
21 Confidential Materials receives a subpoena or other process (“Subpoena”) from any government or  
22 other person or entity demanding production of Confidential Materials, the recipient of the Subpoena  
23 shall promptly give notice of the same by electronic mail transmission, followed by either express  
24 mail or overnight delivery to counsel of record for the Designating Party, and shall furnish such  
25 counsel with a copy of the Subpoena. Upon receipt of this notice, the Designating Party may, in its  
26 sole discretion and at its own cost, move to quash or limit the Subpoena, otherwise oppose production  
27 of the Confidential Materials, and/or seek to obtain confidential treatment of such Confidential  
28 Materials from the subpoenaing person or entity to the fullest extent available under law. The recipient

1 of the Subpoena may not produce any Documents, Testimony or Information pursuant to the  
2 Subpoena prior to the date specified for production on the Subpoena.

3 14. Nothing in this Stipulation and Protective Order shall be construed to preclude either  
4 Party from asserting in good faith that certain Confidential Materials require additional protection.  
5 The Parties shall meet and confer to agree upon the terms of such additional protection.

6 15. If, after execution of this Stipulation and Protective Order, any Confidential Materials  
7 submitted by a Designating Party under the terms of this Stipulation and Protective Order is Disclosed  
8 by a non-Designating Party to any person other than in the manner authorized by this Stipulation and  
9 Protective Order, the non-Designating Party responsible for the Disclosure shall bring all pertinent  
10 facts relating to the Disclosure of such Confidential Materials to the immediate attention of the  
11 Designating Party.

12 16. This Stipulation and Protective Order is entered into without prejudice to the right of  
13 any Party to knowingly waive the applicability of this Stipulation and Protective Order to any  
14 Confidential Materials designated by that Party. If the Designating Party uses Confidential Materials  
15 in a non-Confidential manner, then the Designating Party shall advise that the designation no longer  
16 applies.

17 17. Where any Confidential Materials, or Information derived from Confidential Materials,  
18 is included in any motion or other proceeding governed by Eastern District of California Rule 141-  
19 141.1 [Fed. R. Civ. Proc. 5.2, 26], the party shall follow those rules. With respect to discovery  
20 motions or other proceedings not governed by Eastern District of California Rule 141-141.1 [Fed. R.  
21 Civ. Proc. 5.2, 26], the following shall apply: If Confidential Materials or Information derived from  
22 Confidential Materials are submitted to or otherwise disclosed to the Court in connection with  
23 discovery motions and proceedings, the same shall be separately filed under seal with the clerk of the  
24 Court in an envelope marked: “CONFIDENTIAL – FILED UNDER SEAL PURSUANT TO  
25 PROTECTIVE ORDER AND WITHOUT ANY FURTHER SEALING ORDER REQUIRED.”

26 18. The Parties shall meet and confer regarding the procedures for use of Confidential  
27 Materials at trial and shall move the Court for entry of an appropriate order.

28 19. Nothing in this Stipulation and Protective Order shall affect the admissibility into



1 evidence of Confidential Materials, or abridge the rights of any person to seek judicial review or to  
2 pursue other appropriate judicial action with respect to any ruling made by the Court concerning the  
3 issue of the status of Protected Material.

4         20.       This Stipulation and Protective Order shall continue to be binding after the conclusion  
5 of this Proceeding and all subsequent proceedings arising from this Proceeding, except that a Party  
6 may seek the written permission of the Designating Party or may move the Court for relief from the  
7 provisions of this Stipulation and Protective Order. To the extent permitted by law, the Court shall  
8 retain jurisdiction to enforce, modify, or reconsider this Stipulation and Protective Order, even after  
9 the Proceeding is terminated.

10         21.       Upon written request made within thirty (30) days after the settlement or other  
11 termination of the Proceeding, plaintiffs and their counsel and all other parties who received State  
12 Farm confidential information shall have thirty (30) days to either (a) promptly return to counsel for  
13 State Farm all Confidential Materials and all copies thereof (except that counsel for each Party may  
14 maintain in its files, in continuing compliance with the terms of this Stipulation and Protective Order,  
15 all work product, and one copy of each pleading filed with the Court, (b) agree with counsel for the  
16 Designating Party upon appropriate methods and certification of destruction or other disposition of  
17 such Confidential Materials, or (c) as to any Documents, Testimony or other Information not  
18 addressed by sub-paragraphs (a) and (b), file a motion seeking a Court order regarding proper  
19 preservation of such Materials. To the extent permitted by law the Court shall retain continuing  
20 jurisdiction to review and rule upon the motion referred to in sub-paragraph (c) herein.

21         22.       After this Stipulation and Protective Order has been signed by counsel for all Parties, it  
22 shall be presented to the Court for entry. Counsel agree to be bound by the terms set forth herein with  
23 regard to any Confidential Materials that have been produced before the Court signs this Stipulation  
24 and Protective Order.

25         23.       The Parties and all signatories to the Certification attached hereto as Exhibit A agree to  
26 be bound by this Stipulation and Protective Order pending its approval and entry by the Court. In the  
27 event that the Court modifies this Stipulation and Protective Order, or in the event that the Court  
28 enters a different Protective Order, the Parties agree to be bound by this Stipulation and Protective



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**EXHIBIT A**

**CERTIFICATION RE CONFIDENTIAL DISCOVERY MATERIALS**

I hereby acknowledge that I, \_\_\_\_\_[NAME],  
\_\_\_\_\_[POSITION AND EMPLOYER], am about  
to receive Confidential Materials supplied in connection with the Proceeding, 1:15-cv-00515-JLT. I  
certify that I understand that the Confidential Materials are provided to me subject to the terms and  
restrictions of the Stipulation and Protective Order filed in this Proceeding. I have been given a copy  
of the Stipulation and Protective Order; I have read it, and I agree to be bound by its terms.

I understand that Confidential Materials, as defined in the Stipulation and Protective Order,  
including any notes or other records that may be made regarding any such materials, shall not be  
Disclosed to anyone except as expressly permitted by the Stipulation and Protective Order. I will not  
copy or use, except solely for the purposes of this Proceeding, any Confidential Materials obtained  
pursuant to this Protective Order, except as provided therein or otherwise ordered by the Court in the  
Proceeding.

I further understand that I am to retain all copies of all Confidential Materials provided to me  
in the Proceeding in a secure manner, and that all copies of such Materials are to remain in my  
personal custody until termination of my participation in this Proceeding, whereupon the copies of  
such Materials will be returned to counsel who provided me with such Materials.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing  
is true and correct. Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_.

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

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