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10  
11 **UNITED STATES DISTRICT COURT**  
12 **EASTERN DISTRICT OF CALIFORNIA**

13 JACKSON NATIONAL LIFE INSURANCE  
14 COMPANY,

15 Plaintiff,

16 v.

17 BIBI LIM, WINSTON LIM, CELESTINE LIM,  
18 VENANCIO LIM, WILLIE LIM, PETERSON  
19 LIM, TIFFANY AUNG, CRYSTAL AUNG,  
20 KYI AUNG, KYI AUNG as Personal  
21 Representative of the ESTATE OF CAROLINE  
22 LIM, AND DOES 1 through 10,

23 Defendants.

Case No. 1:23-cv-00442-CDB

**STIPULATED PROTECTIVE ORDER**

Hon. Magistrate Judge Christopher D. Baker

24 1. PURPOSES AND LIMITATIONS

25 Disclosure and discovery activity in this action are likely to involve the production of  
26 confidential, proprietary or private information for which special protection from public  
27 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.  
28 The parties and former Plaintiff Jackson National Life Insurance Company ("Jackson") provide  
the following in response to Local Rule 141.1(c):

-1-

STIPULATED PROTECTIVE ORDER

1           (1)     **A description of the types of information eligible for protection under the**  
2 **order, with the description provided in general terms sufficient to reveal the nature of the**  
3 **information (e.g., customer list, formula for soda, diary of a troubled child);**

4           The parties recently asked Jackson to produce certain documents. One of the requests  
5 asked Jackson for its policies and procedures on changing a policy's beneficiaries. Another was  
6 for an unredacted copy of a Beneficiary Designation Supplement that Jackson previously  
7 produced in redacted form to protect personally identifying information. Jackson asked  
8 Defendants to request entry of a protective order because it expects at least some of the  
9 documents responsive to Defendants' requests will contain confidential proprietary and/or trade  
10 secret information regarding how Jackson does business, including but not limited to Jackson's  
11 policies and procedures for implementing or not implementing beneficiary change requests.  
12 Additionally, at least some of the responsive documents will contain information required to be  
13 redacted under L.R. 140(a).

14           (2)     **A showing of particularized need for protection as to each category of**  
15 **information proposed to be covered by the order; and**

16           Jackson zealously guards the secrecy of its internal policies and procedures lest  
17 competing companies attempt to copy them and thereby gain a competitive advantage or attempt  
18 to adjust their own policies and procedures in response to Jackson's, again in an attempt to gain a  
19 competitive advantage. If Jackson were to freely produce documents containing proprietary  
20 information, not only would it make it much easier for other companies to gain a competitive  
21 edge over Jackson, Jackson's competitors might challenge whether Jackson has employed  
22 reasonable efforts to keep its trade secrets potentially forgoing protection for them under the  
23 Defending Trade Secrets Act. 18 U.S.C. § 1839(3)(A); *Beluca Ventures LLC v. Einride*  
24 *Aktiebolag*, 660 F. Supp. 3d 898, 907 (N.D. Cal. 2023). Likewise, Jackson takes seriously its  
25 obligation to protect personally identifying information such as that listed in L.R. 140(a).

26           (3)     **A showing as to why the need for protection should be addressed by a court**  
27 **order, as opposed to a private agreement between or among the parties.**

1 The parties and Jackson request a court order because court orders carry greater weight  
2 than private agreements, especially with third parties such as expert witnesses who may need to  
3 be shown documents marked confidential. Moreover, with court orders the enforcement  
4 mechanism is clear. In contrast, the remedy for an alleged breach of a private agreement may be  
5 a separate lawsuit for breach of contract. Going the court order route will promote judicial  
6 efficiency; going the private agreement route could undermine it. Local Rule 140(b)  
7 acknowledges this reality, instructing: "When counsel seeks to submit protected information, a  
8 protective order or order authorizing redaction should be sought." Given the foregoing, good  
9 cause exists under Rule 26(c)(1) for the Court to enter this Stipulated Protective Order.

10 The parties acknowledge that this Order does not confer blanket protections on all  
11 disclosures or responses to discovery and that the protection it affords from public disclosure and  
12 use extends only to the limited information or items that are entitled to confidential treatment  
13 under the applicable legal principles. The parties further acknowledge, as set forth in Section  
14 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential  
15 information under seal; Local Rules 140 and 141 set forth the procedures that must be followed  
16 and the standards that will be applied when a party seeks permission from the court to file  
17 material under seal.

## 18 2. DEFINITIONS

19 2.1 Challenging Party: a Party or Non-Party that challenges the designation of  
20 information or items under this Order.

21 2.2 "CONFIDENTIAL" Information or Items: information (regardless of how it is  
22 generated, stored or maintained) or tangible things that qualify for protection under Federal  
23 Rules of Civil Procedure 26(c).

24 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as  
25 well as their support staff).

26 2.4 Designating Party: A Party or Non-Party that designated information or items that  
27 it produces in disclosure or in response to discovery as "CONFIDENTIAL."  
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1           2.5    Disclosure or Discovery Material: all items or information, regardless of the  
2 medium or manner in which it is generated, stored, or maintained (including, among other things,  
3 testimony, transcripts, and tangible things), that are produced or generated in disclosure or  
4 response to discovery in this matter.

5           2.6    Expert: a person with specialized knowledge or experience in a matter pertinent to  
6 the litigations who has been retained by a Party or its counsel to serve as an expert witness or as  
7 a consultant in this action.

8           2.7    House Counsel: attorneys who are employees of a party to this action. House  
9 Counsel does not include Outside Counsel of Record or any other outside counsel.

10          2.8    Non-Party: any natural person, partnership, corporation, association, or other legal  
11 entity not named as a Party to this action.

12          2.9    Outside Counsel of Record: attorneys who are not employees of a party to this  
13 action but are retained to represent or advise a party to this action and have appeared in this  
14 action on behalf of that party or are affiliated with a law firm which has appeared on behalf of  
15 that party.

16          2.10   Party: any party to this action, including all of its officers, directors, employees,  
17 consultants, retained experts, and Outside Counsel of Records (and their support staff).

18          2.11   Producing Party: A Party or Non-Party that produces Disclosures or Discovery  
19 Material in this action.

20          2.12   Professions Vendors: persons or entities that provide litigation support services  
21 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstration, and  
22 organizing, storing, or retrieving data in any form or medium) and their employees and  
23 subcontractors.

24          2.13   Protected Materials: any Disclosure or Discovery Material that is designated as  
25 "CONFIDENTIAL."

26          2.14   Receiving Party: A Party that received Disclosure or Discovery Material from a  
27 Producing Party.

1     3.     SCOPE

2             The protections conferred by this Stipulation and Order cover not only Protected Material  
3 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)  
4 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
5 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.  
6 However, the protections conferred by this Stipulation and Order do not cover the following  
7 information: (a) any information that is in the public domain at the time of disclosure to a  
8 Receiving Party or becomes part of the public domain after its disclosure to a receiving Party as  
9 a result of publication not involving a violations of this Order, including becoming part of the  
10 public record through trial or otherwise; and (b) any information known to the Receiving Party  
11 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who  
12 obtained the information lawfully and under no obligation of confidentiality to the Designation  
13 Party. Any use of Protected Material at trial shall be governed by a separate agreement or order  
14 under Local Rule 141.1(b)(2). *See* Section 12.4 below.

15     4.     DURATION

16             Even after final disposition of this litigation, the confidentiality obligations imposed by  
17 this Order shall remain in effect until a Designated Party agrees otherwise in writing or a court  
18 order otherwise directs. Final disposition shall be deemed to the later of the (1) dismissal of all  
19 claims and defense in this action, with or without prejudice; and (2) final judgment herein after  
20 the completion any exhaustion of all appeals, rehearing, remands, trial, or reviews of this action,  
21 including the time limits for filing any motions or applications for extension of time pursuant to  
22 applicable law.

23     5.     DESIGNATING PROTECTED MATERIAL

24             5.1     Exercise of Restraint and Care in Designating Material for Protection. Each Party  
25 or Non-Party that designates information or items for protection under this Order must take care  
26 to limit any such designation to specific material that qualifies under the appropriate standards.  
27 The Designating Party must designate for protection only those parts of material, documents,  
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1 items, or oral or written communications that qualify—so that other portions of the material,  
2 documents, items, or communications for which protection is not warranted are not swept  
3 unjustifiably within the ambit of this Order.

4 Mass, indiscriminate, or routinized designations or prohibited. Designations that are  
5 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to  
6 unnecessarily encumber or retard the case development process or to impose unnecessary  
7 expense and burden on other parties) expose the Designating Party to sanctions.

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

11 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order  
12 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
13 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so  
14 designated before the material is disclosed or produced.

15 Designation in conformity with this Order requires:

16 (a) For information in documentary form (e.g., paper or electronic documents, but  
17 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing  
18 Party affix the legend "CONFIDENTIAL" to each page that contains protected material. If only  
19 a portion or portions of the material on a page qualifies for protection, the Producing Party also  
20 must clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
21 margins). A Party or Non-Party that makes original documents or materials available for  
22 inspection need not designate them for protection until after the inspecting Party has indicated  
23 which material it would like copied and produced. During the inspection and before the  
24 designation, all of the material made available for inspection shall be deemed  
25 "CONFIDENTIAL." After the inspecting Party has identified the documents, it wants copied and  
26 produced, the Producing Party must determine which documents, or portions thereof, qualify for  
27 protection under this Order. Then, before producing the specified documents, the Producing  
28



1 Party must 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 Producing Party  
3 also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
4 margins). A Party or Non-Party that makes original documents or materials available for  
5 inspection need not designate them for protection until after the inspecting Party has indicated  
6 which material it would like copied and produced, During the inspection and before the  
7 designation, all of the material made available for inspection shall be deemed  
8 "CONFIDENTIAL." After the inspecting Party has identified the documents, it wants copied and  
9 produced, the Propounding Party must determine which documents, or portions thereof, qualify for  
10 protection under this Order. Then, before producing the specified documents, the Producing  
11 Party must affix the "CONFIDENTIAL" legend to each page that contains Protected Material. If  
12 only a portion of the material on a page qualifies for protection, the Producing Party also must  
13 clearly identify the protected portions(s) (e.g., by making appropriate marking in the margins).

14 (b) For testimony given in deposition or in other pretrial or trial proceedings, that the  
15 Designating Party identify on the record, before the close of the deposition, hearing, or other  
16 proceedings, all protected testimony.

17 (c) For information produced in some form other than documentary for any other  
18 tangible items, that the Producing Party affix in a prominent place on the exterior of the  
19 container or containers in which the information or items is stored the legend  
20 "CONFIDENTIAL." If only a portion or portions of the information or item warrant protection,  
21 the Producing Party, to the extend practicable, shall identify the protected portion(s).

22 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
23 designated qualified information or items does not, standing alone, waiver the Designating  
24 Party's right to secure protection under this Order for such material. Upon timely correction of a  
25 designating, the Receiving Party must make reasonable efforts to assure that the material is  
26 treated in accordance with the provisions of this Order.

1     6.     CHALLENGING CONFIDENTIALITY DESIGNATIONS

2           6.1     Timing of Challenges. Any Party or Non-Party may challenge a designation of  
3 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality  
4 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
5 burdens, or a significant disruption or delay in the litigation, a Party does not waive its right to  
6 challenge a confidential designation by electing not to mount a challenge promptly after the  
7 original designation is disclosed.

8           6.2     Meet and Confer. The Challenging Party shall initiate the dispute resolution  
9 process by providing written notice of each designation it is challenging and describing the basis  
10 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written  
11 notice must recite that the challenge to confidentiality is being made in accordance with this  
12 specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in  
13 good faith and must begin the process by conferring directly (in voice-to-voice dialogue; other  
14 forms of communication are not sufficient) within 14 days of the date of service of notice. In  
15 conferring, the Challenging Party must explain the basis for its belief that the confidentiality  
16 designation was not proper and must give the Designating Party an opportunity to review the  
17 designated material, to reconsider the circumstances, and, if no change in designation is offered,  
18 to explain the basis for the chosen designation. A Challenging Party may proceed to the next  
19 stage of the challenge process only if it has engaged in this meet and confer process first or  
20 establishes that the Designating Party is unwilling to participate in the meet and confer process in  
21 a timely manner.

22           6.3     Judicial Intervention. If the Parties cannot resolve a challenge without court  
23 intervention, the Designating Party shall file and serve a motion to retain confidentiality under  
24 Local Rule 230 within 21 days of the initial notice of challenge or within 14 days of the parties  
25 agreeing that the meet and confer process will not resolve their dispute, whichever is earlier.  
26 Each such motion must be accompanied by a competent declaration affirming that the movant  
27 has complied with the meet and confer requirements imposed in the preceding paragraph. Failure  
28



1 by the Designating Party to make such a motion including the required declaration within 21  
2 days (or 14 days, if applicable) shall automatically waive the confidentiality designation for each  
3 challenged designation. In addition, the Challenging Party may file a motion challenging a  
4 confidentiality designation at any time if there is good cause for doing so, including a challenge  
5 to the designation of a deposition transcript or any portions thereof. Any motion brought  
6 pursuant to this provision must be accompanied by a competent declaration affirming that the  
7 movant has complied with the meet and confer requirements imposed by the preceding  
8 paragraph. The burden of persuasion in any such challenge proceeding shall be on the  
9 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass  
10 or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party  
11 to sanctions. Unless the Designating Party has waived the confidentiality designation by failing  
12 to file a motion to retain confidentiality as described above, all parties shall continue to afford  
13 the material in question the level of protection to which it is entitled under the Producing Party's  
14 designation until the court rules on the challenge.

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

16 **7.1 Basic Principles.** A Receiving Party may use Protected Material that is disclosed  
17 or produced by another Party or by a Non-Party in connection with this case only for  
18 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be  
19 disclosed only to the categories of persons and under the conditions described in this Order.  
20 When the litigation has been terminated, a Receiving Party must comply with the provisions of  
21 section 13 below (FINAL DISPOSITION).

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

24 **7.2 Disclosure of "CONFIDENTIAL" Information or Items.** Unless otherwise  
25 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may  
26 disclose any information or item designated "CONFIDENTIAL" only to:

1 (a) the Receiving Party's Outside Counsel of Record in his action, as well as employees  
2 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information  
3 for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" that  
4 is attached hereto as Exhibit A;

5 (b) the officers, directors, and employees (including House Counsel) of the Receiving  
6 Party to whom disclosure is reasonably necessary for this litigation and who have signed the  
7 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

8 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
9 reasonably necessary for this litigation and who have signed the "Acknowledgment and  
10 Agreement to Be Bound" (Exhibit A);

11 (d) the court and its personnel;

12 (e) court reporters and their staff, professional jury or trial consultants, mock jurors, and  
13 Professional Vendors to whom disclosures is necessary for this litigation and who have signed  
14 the "Acknowledgement and Agreement to Be Bound" (Exhibit A);

15 (f) during their depositions, witnesses in the action to whom disclosures is reasonably  
16 necessary and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit  
17 A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of  
18 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be  
19 separately bound by the court reporter and may not be disclosed to anyone except as permitted  
20 under this Stipulated Protective Order.

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

23 8. PROTECTED MATERIAL SUBPOENED OR ORDERED PRODUCED IN THEIR  
24 LITIGATION

25 If a Party is served with a subpoena or a court order issued in other litigation that compels  
26 disclosure of any information or items designated in this action as "CONFIDENTIAL," that  
27 Party must:

1 (a) Promptly notifying in writing the Designating Party. Such notification shall  
2 include a copy of the subpoena or court order:

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

7 (c) Cooperate with respect to all reasonable procedures sought to be pursued by the  
8 Designated Party whose Protected Material may be affected.

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

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

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

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

26 (1) Promptly notify in writing the Requesting Party and Non-Party that some  
27 or all of the information requested is subject to a confidentiality agreement with a Non-Party;  
28

1 (2) Promptly provide the Non-Party with a copy of the Stipulated Protective  
2 Order in this litigation, the relevant discovery request(s), and a reasonable specific description  
3 of the information requested, and

4 (3) Make the information requested available for inspection by the Non-Party.

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

12 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.

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

20 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
21 MATERIAL

22 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
23 produced material is subject to a claim of privilege or other protection, the obligations of the  
24 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This  
25 provision is not intended to modify whatever procedure may be established in an e-discovery  
26 order that provides for production without prior privilege review. Pursuant to Federal Rule of  
27 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of  
28

1 a communication or information covered by the attorney-client privilege or work product  
2 protection, the parties may incorporate their agreement in the stipulated protective order  
3 submitted to the court.

4 12. MISCELLANEOUS

5 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to  
6 seek its modification by the court in the future.

7 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
8 Order no Party waives any right it otherwise would have to object to disclosing or producing any  
9 information or item on any ground not addressed in this Stipulated Protective Order. Similarly,  
10 no Party waives any right to object on any ground to use in evidence of any of the material  
11 covered by this Protective Order.

12 12.3 Filing Protected Material. Without written permission from the Designating Party  
13 or a court order secured after appropriate notice to all interested persons, a Party may not file in  
14 the public record in this action any Protected Material. A Party that seeks to file under seal any  
15 Protected Material must comply with Local Rules 140 and 141. Protected Material may only be  
16 filed under seal pursuant to a court order authorizing the sealing of the specific Protected  
17 Material at issue. Pursuant to Civil Local Rule 141(a), a sealing order will issue only by written  
18 order of the Court, upon the showing required by applicable law. If a Receiving Party's request to  
19 file Protected Material under seal is denied by the court, then the Receiving Party may file the  
20 information in the public record unless otherwise instructed by the court.

21 12.4 Protective Order for Civil Trial. The parties acknowledge that under Local Rule  
22 141.1(b)(1), a protective order issued prior to trial does not affect the admission of evidence at  
23 trial unless the order specifically so states. The parties agree this Stipulated Protective Order is  
24 intended to and shall apply to evidence sought to be admitted at the trial in this matter. Even so,  
25 should this matter go to trial, the parties agree they will seek a further protective order relating to  
26 the admission of evidence at trial pursuant to Local Rule 141.1(b)(2).

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1 DATED: October 15 2024

ZIMMER & MELTON, LLP

2  
3 By: 

4 Micah K. Nilsson, Esq.

5 Justin L. Thomas, Esq.

6 Attorneys for Tiffany Aung, Crystal Aung, Kyi Aung as  
Personal Representative of the Estate of Caroline Lim

7 DATED: October 16, 2024

POLSINELLI LLP

8  
9 By: /s/ Neeka N. Dabiri

10 Wesley D. Hurst, Esq.

11 Neeka N. Dabiri, Esq.

12 Attorneys for former Plaintiff Jackson National Life  
Insurance Company

13  
14 IT IS SO ORDERED.

15 Dated: October 23, 2024

16   
UNITED STATES MAGISTRATE JUDGE

# EXHIBIT A

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I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Eastern District of California on [date] in the case of *Jackson National Life Insurance Company v. Bi Bi Lim, et al.*, Case Number 1:23-cv-00442-CDB. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Eastern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_  
\_\_\_\_\_ [print or type full address and telephone  
number] as my California agent for service of process in connection with this action or any  
proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

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