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15 Attorneys for Defendant  
 TEXAS EASTERN OVERSEAS, INC.

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

19 AMERIPRIDE SERVICES INC., a  
 20 Delaware corporation,  
 21 Plaintiff,  
 22 vs.  
 23 VALLEY INDUSTRIAL SERVICES, INC.,  
 24 a former California Corporation, et al.  
 25 Defendants.

Case No. 2:00-cv-00113-MCE-DB

**STIPULATION AND PROTECTIVE ORDER**

Judge: Hon. Morrison C. England, Jr.

Trial Date: October 17-19 and November 15, 2016

Complaint Filed: January 20, 2000

26 AND CONSOLIDATED ACTION AND  
 27 CROSS AND COUNTER-CLAIMS.

1 Defendant TEXAS EASTERN OVERSEAS, INC. (“TEO”) and Plaintiff AMERIPRIDE  
2 SERVICES INC. (“AmerPride”), by and through their respective counsel, stipulate as follows:

3 **STIPULATION**

4 1. During the recent trial in this matter, TEO requested and the Court agreed that  
5 the parties could brief their respective positions with respect to a recent settlement between  
6 AmeriPride and AIG, TEO’s excess insurer.

7 2. The Court limited the briefing of each of the parties to ten pages, excluding  
8 exhibits, attachments, and other supporting documents. Each party may divide its briefing  
9 between an opening brief and a response brief, but the total may not exceed ten pages.  
10 Opening briefs are due on January 23, 2017. Response briefs, if any, are due on January  
11 30, 2017.

12 3. The terms of the settlement agreement are confidential. The arguments  
13 anticipated to be in the briefing described in paragraphs 1 and 2 will involve the confidential  
14 terms of the settlement, (“Protected Material”), including Protected Material of a non-party.  
15 The parties desire to protect the confidentiality of such Protected Material.

16 4. This Stipulation is intended to apply not only to Protected Material, but also (1)  
17 any information copied or extracted from Protected Material; (2) all copies, excerpts,  
18 summaries, or compilations of Protected Material; and, (3) any testimony, conversations, or  
19 presentations by parties or their counsel that might reveal Protected Material, including legal  
20 briefs and supporting documents.

21 5. In order to maintain the confidentiality of Protected Material, the parties intend  
22 to file all briefs and supporting documents related to the arguments described in paragraphs  
23 1-4 under requests to seal documents, pursuant to Local Rule 141.

24 6. Based on the foregoing, AmeriPride and TEO, through their respective counsel  
25 of record, request the Court enter a Protective Order as follows:

26 **STIPULATED PROTECTIVE ORDER**

27 1. During the recent trial in this matter, the Court ordered that the parties could  
28 brief their respective positions with respect to a recent settlement between AmeriPride and

1   AIG, TEO's excess insurer.

2           2.     Each party's briefs shall not exceed ten pages, excluding exhibits,  
3   attachments, and other supporting documents. Each party may divide its briefing between  
4   an opening brief and a response brief, but the total may not exceed ten pages.

5           3.     Opening briefs are due on January 23, 2017. Response briefs, if any, are due  
6   on January 30, 2017.

7           4.     The terms of the settlement agreement are confidential. The parties shall  
8   maintain the confidentiality of the terms of the settlement agreement ("Protected Material").

9           5.     This Order applies not only to Protected Material, but also (1) any information  
10  copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or  
11  compilations of Protected Material; and, (3) any testimony, conversations, or presentations  
12  by parties or their counsel that might reveal Protected Material, including legal briefs and  
13  supporting documents.

14          6.     Unless otherwise ordered by the Court, a party may reveal Protected Material  
15  to the Court and its personnel.

16          7.     All legal briefs, exhibits, attachments, other supporting documents, or other  
17  filings by the parties made pursuant to this Order shall be filed under requests to seal  
18  documents, pursuant to Local Rule 141.

19          8.     In the event that a party seeks to disclose the Protected Material of a non-  
20  party, the disclosing party shall promptly provide the non-party with a copy of this Protective  
21  Order, and a reasonably specific description of the Protected Material to be disclosed. If the  
22  non-party fails to object or seek a protective order from this Court within 14 days of receiving  
23  the notice and accompanying information, the disclosing party may disclose the non-party's  
24  confidential information in compliance with the remainder of this Protective Order. If the non-  
25  party timely seeks a protective order, the disclosing party shall not disclose any information  
26  in its possession or control that is subject to the confidentiality agreement with the non-party  
27  before a determination by the Court. Absent a court order to the contrary, the non-party  
28  shall bear the burden and expense of seeking protection in this Court of its Protected

1 Material.

2 9. Even after final disposition of this litigation, the confidentiality obligations  
3 imposed by this Order shall remain in effect until a court order otherwise directs. Final  
4 disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this  
5 action, with or without prejudice; and, (2) final judgment herein after the completion and  
6 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the  
7 time limits for filing any motions or applications for extension of time pursuant to applicable  
8 law.

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10 Date: January 4, 2017

BASSI, EDLIN, HUIE & BLUM LLP

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By:       /s/ Fred M. Blum        
FRED M. BLUM  
ERIN K. POPPLER  
Attorneys for Defendant  
TEXAS EASTERN OVERSEAS, INC.

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16 Date: January 4, 2017

HUNSUCKER GOODSTEIN PC

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By:       /s/ Brian L. Zagon        
PHILIP C. HUNSUCKER  
BRIAN L. ZAGON  
MARC A. SHAPP  
Attorneys for Plaintiffs  
AMERIPRIDE SERVICES INC.

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22 Date: January 4, 2017

PERKINS MANN & EVERETT, APC

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By:       /s/ Lee N. Smith        
LEE N. SMITH  
Attorneys for Plaintiffs  
AMERIPRIDE SERVICES INC.

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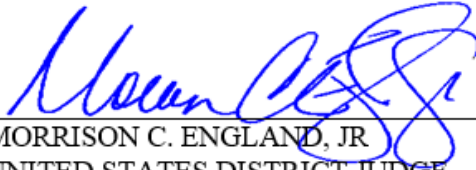
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1 **ORDER**

2 Pursuant to the parties' stipulation, the Stipulated Protective Order submitted on  
3 January 4, 2017 with the parties' stipulation is hereby approved and issued.

4 IT IS SO ORDERED.

5 Dated: January 12, 2017

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7 MORRISON C. ENGLAND, JR.  
8 UNITED STATES DISTRICT JUDGE

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
4 [print or type full address], declare under penalty of perjury that I have read in its entirety and  
5 understand the Stipulated Protective Order that was issued by the United States District  
6 Court for the Eastern District of California on January 11, 2017 in the case of *AmeriPride*  
7 *Services Inc. v. Texas Eastern Overseas, Inc.*, Case No. 2:00-cv-00113-MCE-DB. I agree to  
8 comply with and to be bound by all the terms of this Stipulated Protective Order and I  
9 understand and acknowledge that failure to so comply could expose me to sanctions and  
10 punishment in the nature of contempt. I solemnly promise that I will not disclose in any  
11 manner any information or item that is subject to this Stipulated Protective Order to any  
12 person or entity except in strict compliance with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for the  
14 Eastern District of California for the purpose of enforcing the terms of this Stipulated  
15 Protective Order, even if such enforcement proceedings occur after termination of this  
16 action.

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

21  
22 Date: \_\_\_\_\_

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

24  
25 Printed name: \_\_\_\_\_

26  
27 Signature: \_\_\_\_\_