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 11 **DEPOSITORS INSURANCE COMPANY**

12 UNITED STATES DISTRICT COURT
 13 EASTERN DISTRICT OF CALIFORNIA – SACRAMENTO DIVISION

<p>14 AMANDA HAT,</p> <p>15 Plaintiff,</p> <p>16 v.</p> <p>17 DEPOSITORS INSURANCE COMPANY, and</p> <p>18 DOES 1-100,</p> <p>19 Defendants.</p>	<p>) CASE NO. 2:07-CV-00745-RRB-GGH</p> <p>) STIPULATION FOR PROTECTIVE</p> <p>) ORDER AND [PROPOSED] PROTECTIVE</p> <p>) ORDER</p>
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20 **STIPULATION**

21 The Parties in this action, through their respective counsel of record, recognize that
 22 discovery in, and litigation of, this action has involved requests for production of information and
 23 documents that the Parties consider to be sensitive, confidential or proprietary. The Parties believe
 24 that a protective order restricting the use and dissemination of confidential, proprietary, and
 25 competitively sensitive information is necessary and appropriate to facilitate discovery and
 26 litigation in this action. The Parties also believe that such an order is necessary and appropriate to
 27 enable the Parties to conduct discovery of non-parties that may have similar concerns regarding
 28 their confidential, proprietary or competitively sensitive information. Therefore,

IT IS HEREBY STIPULATED AND AGREED by and among the Parties in the above-entitled action, through their respective counsel of record, that:

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**LEWIS
 BRISBOIS
 BISGAARD
 & SMITH LLP**

1 1. All documents that Depositors Insurance Company ("Depositors") that are
2 designated as "confidential," collectively hereinafter referred to as "Proprietary Materials," shall
3 be used solely by Plaintiff and her counsel of record, and by Depositors's representatives and its
4 counsel of record, and solely for the prosecution or defense of this action and, except with the prior
5 consent of Depositors or upon prior order of this Court, shall not be disclosed by any Party or
6 counsel of record or other representative of any Party for purposes other than as follows:

7 (a) To outside counsel for the Parties and their secretaries, legal assistants, and
8 other support personnel involved in this litigation ("Outside Litigation Counsel");

9 (b) To employees of the Parties;

10 (c) To outside experts and consultants who are not employees of any Party and
11 who are expressly retained to assist counsel of record for the Parties solely for the prosecution or
12 defense of this litigation or the preparation of this action for trial, and the employees of such
13 persons ("Outside Litigation Assistants"). Any Outside Litigation Assistant who is allowed to
14 examine the Proprietary Materials is bound by the terms of this Stipulation and Protective Order;

15 (d) To the Court and Court personnel, and court reporters and videographers
16 who are retained to transcribe or videotape testimony in this action; and

17 (e) To any person who was either an original author or recipient of a document
18 containing or constituting the Proprietary Materials.

19 2. Any Party wishing to use the Proprietary Materials to support or oppose any motion
20 presented to the Court, whether as part of the documentation offered in support or opposition or at
21 the hearing of such motion, shall place the Proprietary Materials in a sealed envelope,
22 accompanied by a copy of this Stipulation and Protective Order, and supported by a declaration
23 advising that such materials are presented to the Court for its review and consideration but that the
24 Proprietary Materials are not to be made part of the Court's public file.

25 3. At the time of trial of this action, any designation of the Proprietary Materials as
26 "Confidential" or "Confidential/ Restricted" shall not be made known to the jury in any manner,
27 and all copies of the Proprietary Materials used at trial shall be placed in a sealed envelope and
28 shall not be made part of the Court's public file, unless otherwise ordered by the Court.

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4. This Stipulation and Protective Order shall continue to be binding after the conclusion of this action, including all appeals, until further order of the Court, unless the Parties agree otherwise in writing or the Court so orders. Any and all originals and copies of the Proprietary Materials shall, at the request of Depositors, be returned to Depositors or its counsel of record, or destroyed and so certified, within two months after a final judgment or settlement has been fully satisfied, except that counsel for each Party (whether or not counsel of record) may retain pleadings filed with the Court, and written discovery requests and responses thereto.

5. Neither this Stipulation and Protective Order nor any Party's designation of the Proprietary Materials as "Confidential" or "Confidential/Restricted" shall affect the admissibility of any evidence.

6. No photocopies of the Proprietary Materials, in whole or in part, will be made except to facilitate the use of the Proprietary Materials as set forth herein, and any such copies shall be treated in accordance with the provisions of this Stipulation.

The Parties stipulate further that this Stipulation may be executed in identical counterparts, which taken together shall constitute the complete Stipulation and that a signature provided by facsimile transmission or via e-mail attachment shall be of the same force and effect as the original of such signature when submitted as part of the complete Stipulation.

The Court shall retain jurisdiction subsequent to settlement or entry of judgment to enforce the terms of this Stipulation and Protective Order.

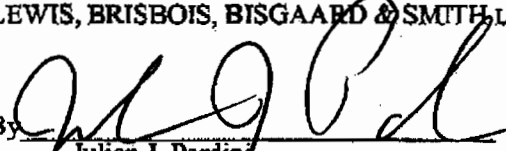
Dated: June 30, 2010

Law Offices of Michael J. Dyer

By 
Michael J. Dyer
Attorneys for Plaintiff Amanda Hat

Dated: June 30, 2010

LEWIS, BRISBOIS, BISGAARD & SMITH LLP

By 
Julian J. Pardini
Stephen J. Liberatore
Attorneys for Defendant
Depositors Insurance Company

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ORDER

THE COURT, having reviewed the foregoing Stipulation of the Parties hereto for protective order, and finding good cause therefor,

HEREBY ORDERS AND DECREES that the aforementioned and described Proprietary Materials shall be used solely in the prosecution or defense of this action and, except with the prior consent of Depositors or upon prior order of this Court, shall not be disclosed by any Party other than as set forth above. Further,

THE COURT HEREBY ORDERS AND DECREES that any party wishing to use the Proprietary Materials to support or oppose any motion presented to the Court, whether as part of the documentation offered in support or opposition or at the hearing of such motion, shall place the Proprietary Materials in a sealed envelope, accompanied by a copy of this Stipulation and Protective Order, and supported by a declaration advising that such materials are presented to the Court for its review and consideration. The Proprietary Materials are not to be made part of the Court's public file. Also,

THE COURT HEREBY ORDERS AND DECREES that at the time of trial of this action, any designation of the Proprietary Materials as "Confidential" or "Confidential/ Restricted" shall not be made known to the jury in any manner, and all copies of the Proprietary Materials used at trial shall be placed in a sealed envelope and shall not be made part of the Court's public file, unless otherwise ordered by the Court.

IT IS SO ORDERED.

Dated: 7/12/10

IS/RTS
Judge of the United States District Court
Northern District of California

LEWIS
BRISBOIS
BISGAARD
& SMITH LLP