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ALLIED PROPERTY AND CASUALTY INSURANCE COMPANY and
 8 **AMCO INSURANCE COMPANY**

9
 10 **THE UNITED STATES DISTRICT COURT**
 11 **EASTERN DISTRICT OF CALIFORNIA**

12 HARINDERPAL AHLUWALIA dba
 WALIA’S COUNTRY MARKET,
 13
 Plaintiff,
 14
 vs.
 15
 16 ALLIED PROPERTY AND
 CASUALTY INSURANCE, AMCO
 17 INSURANCE COMPANY, and DOES
 1 through 10, inclusive,
 18
 Defendants.

CASE NO. 2:10-CV-00712-MCE-JFM

**AMENDED STIPULATED
 PROTECTIVE ORDER**

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 20 **TO THE COURT, ALL PARTIES AND THEIR RESPECTIVE**
 21 **COUNSEL OF RECORD:**

22 **IT IS HEREBY STIPULATED AND AGREED** to, by and between the
 23 parties to this action, through their respective attorneys of record, JERRALD K.
 24 PICKERING II of PICKERING LAW CORPORATION for Plaintiff
 25 HARINDERPAL AHLUWALIA dba WALIA’S COUNTRY MARKET
 26 (“Plaintiff”) and MARC S. HINES of HINES SMITH CARDER DINCEL
 27 BLAND for Defendants, ALLIED PROPERTY AND CASUALTY INSURANCE
 28 COMPANY and AMCO INSURANCE COMPANY (“Defendants”) that certain
 documents produced in connection with discovery proceedings in this action shall

1 be subject to the following confidentiality agreement and protective order (“the
2 Agreement”):

3 1. The documents that are the subject of this Agreement include (a) any
4 proprietary and confidential documents of AMCO containing trade secret and/or
5 other confidential research, development, financial or commercial information, and
6 which Defendants contend are protected by trade secret privileges under California
7 Civil Code §3426 et seq. and California Evidence Code §1060 and/or constitute
8 privileged financial information, which Defendants are or may be asked to produce
9 to Plaintiff pursuant to discovery procedures while the above-referenced action is
10 pending and marked by Defendants as “CONFIDENTIAL”; and, (b) any
11 proprietary and confidential documents of Plaintiff and/or his vendors and/or
12 suppliers containing trade secret and/or other confidential financial or commercial
13 information, and which Plaintiff contends are protected by trade secret privileges
14 under California Civil Code §3426 et seq. and California Evidence Code §1060
15 and/or constitute privileged financial information, which Plaintiff is or may be
16 asked to produce to Defendants pursuant to discovery procedures while the above-
17 referenced action is pending and marked by Plaintiff as “CONFIDENTIAL”
18 (“Confidential Documents”). Confidential Documents may be marked by Plaintiff
19 and Defendants as “CONFIDENTIAL” at any time, regardless of when produced.
20 Further, stamping the legend “CONFIDENTIAL” on the cover of any multi-page
21 document shall designate all pages of the document as confidential, unless
22 otherwise indicated by Plaintiff and/or Defendants.

23 2. The Confidential Documents, and all copies, extracts therefrom,
24 excerpts, summaries, compilations, testimony, conversations, presentations by
25 parties or counsel to or in court, or in any other settings that might reveal
26 information learned from or contained in the Confidential Documents, are
27 confidential and proprietary in nature and protected by privacy rights and trade
28 secret laws. It is the intent of the parties hereto to preserve the confidentiality of

1 the Confidential Documents and the information learned or derived from them.
2 The Confidential Documents and the information learned or derived from them are
3 not to be used in any fashion other than for purposes of this litigation, and are not
4 to be disclosed to any third parties except as set forth in this Agreement, and are to
5 be kept confidential to the greatest extent possible, even within the confines of this
6 litigation.

7 3. In the event Plaintiff and/or Defendants mark any document or
8 testimony as “CONFIDENTIAL” which the other party believes is not protected
9 by any trade secret privilege or is not confidential or proprietary in nature, the
10 parties shall within thirty (30) days of request of the objecting party, meet and
11 confer in good faith regarding removal of the “CONFIDENTIAL” designation. In
12 the event the parties are unable to reach an agreement regarding designation of the
13 documents as Confidential Documents subject to this Agreement or designation of
14 testimony as subject to the restrictions of this Agreement, the objecting party shall
15 move the Court for an order de-designating the subject documents as
16 “CONFIDENTIAL,” and nothing within this Agreement or corresponding Order
17 shall preclude the objecting party from making such motion. The burden of
18 persuasion of any challenge proceeding shall be on the non-objecting party, as
19 applicable. The parties agree to continue to afford the disputed material
20 confidential protection until the Court rules on any such motion.

21 4. The parties agree neither shall need to file a motion for protective
22 order in relation to documents to be produced in discovery hereunder.

23 5. Immediately following the conclusion of this litigation, either by
24 settlement, judgment, dismissal or otherwise, each party’s counsel shall return to
25 the counsel for the producing party the Confidential Documents produced by that
26 other party, including any copies, extracts, summaries or other compilations of
27 confidential information they made of or from the Confidential Documents and
28 information contained therein. Counsel shall not discuss the Confidential

1 Documents or information gleaned from the Confidential Documents at all with
2 any party at any time after conclusion of this litigation.

3 6. The Confidential Documents shall be disclosed only to:

4 a. The Court and its officers in accordance with Paragraph 8 herein;

5 b. Counsel of Record, as listed in the signature blocks below, and the
6 staff assigned to assist Counsel of Record in this matter;

7 c. Any experts or consultants retained by any of the Parties, provided
8 such expert or consultant agrees to be bound by this agreement and order and
9 complies with Paragraph 7 herein;

10 d. Witnesses during depositions in accordance with Paragraph 9
11 herein;

12 e. Persons recording testimony involving such Confidential
13 Documents or information contained therein, including court reporters,
14 stenographers and audio and/or video technicians, and clerical staff employed by
15 any of the foregoing;

16 f. Mediators who may be authorized by the parties to mediate the
17 case; and

18 g. Such other persons as hereafter may be designated by written
19 stipulation of the parties, or by the Order of the Court.

20 To “disclose” the Confidential Documents means to provide, in any format,
21 the Confidential Documents, or any one or part of them, to provide, in any format,
22 any documents which discuss the Confidential Documents, or to discuss or refer to
23 any of the contents of the Confidential Documents.

24 7. The Confidential Documents shall be disclosed to an expert or
25 consultant under Paragraph 6 of this Agreement only upon the expert or consultant
26 signing Exhibit 1 to this Agreement. Said expert or consultant witnesses shall not
27 disclose the Confidential Documents to any person or entity. Said expert or
28 consultant shall return the Confidential Documents and all copies thereof,

1 including extracts and/or summaries of the Confidential Documents containing
2 information taken from the Confidential Documents, to the party's respective
3 counsel at the conclusion of the litigation. The original of such signed Exhibit 1
4 shall be retained by counsel for each party who intends to or does provide such
5 expert or consultant any such Confidential Documents, until the conclusion of the
6 above-captioned action, including any appeals. If requested to do so by counsel for
7 any party, counsel shall provide a copy of such declarations to counsel making the
8 request, unless such disclosure would provide information not otherwise subject to
9 discovery (e.g., identification of non-testifying consultant experts or retained
10 experts prior to expert disclosure date or identification of potential witnesses in
11 violation of work product protection or any privilege). The parties agree not to use
12 these declarations for any purpose other than monitoring and enforcing compliance
13 with this Agreement and Order. The parties further agree to treat the declarations
14 as confidential.

15 8. The Confidential Documents, and any documents or testimony
16 disclosing its contents, shall be treated as confidential. Without written permission
17 from the producing party's counsel, or a court order secured after appropriate
18 notice to all interested parties, no party may file in the public record in this action
19 any Confidential Documents. Any party that wishes to file under seal any
20 Confidential Documents in connection with a motion, trial or appeal in this action,
21 must comply with applicable local and civil rules.

22 9. During any deposition in which any of the Confidential Documents or
23 confidential material subject to this Agreement are offered as an exhibit, or a
24 witness is questioned about the specific contents of same, whether or not offered as
25 an exhibit, all persons present at the deposition shall agree to observe the
26 confidentiality of the Confidential Documents, the material and the terms of this
27 Agreement. Said agreement shall be placed on the record at the deposition, and this
28 Agreement shall be made an exhibit to the deposition. No witness shall be

1 permitted to take any of the Confidential Documents, or any copies of same, from
2 the deposition, nor shall they be permitted to retain any of the Confidential
3 Documents, nor shall they be permitted to disclose any of the Confidential
4 Documents or information gleaned therefrom. Within thirty (30) days of receipt of
5 the original or a certified copy of the deposition transcript, if any party contends
6 testimony pertaining to any document marked "CONFIDENTIAL" is subject to
7 this Agreement, counsel for such party shall provide written notice to counsel for
8 the remaining parties of the page and line numbers so designated. If a document
9 designated as "CONFIDENTIAL" is used as an exhibit at a deposition, that
10 document and the deposition testimony concerning it shall be deemed
11 "CONFIDENTIAL" matter regardless of whether a party makes any formal
12 designation thereof in connection with the deposition. If any portion of a
13 deposition transcript is designated and/or deemed a "CONFIDENTIAL" matter,
14 including exhibits, any production or lodging of the transcript in its entirety shall
15 be produced and/or lodged under seal pursuant to Paragraph 8, above.

16 10. The parties reserve the right to seek an order from the Court, on
17 noticed motion, to modify or change this Agreement, including the right to have
18 documents designated as "confidential" deemed not confidential. This Agreement
19 and the Confidential Documents governed hereby can only be deemed not
20 confidential by an order of the Court upon motion or by stipulation.

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1 **EXHIBIT 1**

2 I, _____, declare:

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4 1. I hereby acknowledge that I have read the Stipulated Protective Order
5 regarding the Confidential Documents (hereinafter "Order") in the case of
6 Harinderpal Ahluwalia dba Walia's Country Market v. Allied Property and
7 Casualty Ins. Co., et al., United States District Court, Eastern District, Sacramento
8 Division, Case No. 2:10-CV-00712-MCE-JFM (the "Lawsuit") and I understand
9 the terms of the Order and agree to abide by and be bound by the terms of the
10 Order.

11 2. I further acknowledge that I understand that the Confidential
12 Documents may not be disclosed to anyone, except as authorized by this Order.

13 3. I further acknowledge that the Confidential Documents may not be
14 used for any purpose other than as required for my work in the Lawsuit. I further
15 understand and acknowledge that any dissemination or use of such Confidential
16 Documents or information in a manner inconsistent with the Order may subject me
17 to contempt proceedings.

18 4. I hereby consent to the jurisdiction of said Court for purposes of
19 enforcing this Order.

20 5. Upon final dissolution of the Lawsuit, I shall return all copies of the
21 Confidential Documents to the attorney, entity or person that retained me or my
22 firm in the Lawsuit, or that provided me with the Confidential Documents.

23 I declare under penalty of perjury under the laws of the State of California
24 that the foregoing is true and correct.

25
26 Dated: _____ By: _____