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6 GCUBE INSURANCE SERVICES, INC.

7
8 UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA

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11 GCUBE INSURANCE SERVICES, INC., a
California corporation,

12 Plaintiff,

13 v.

14 LINDSAY CORPORATION, a Delaware
15 corporation, and DOES 1 through 10, inclusive,

16 Defendants.

Case No. 2:12-01163-WBS-CKD

STIPULATED PROTECTIVE ORDER

17
18 Upon consideration of the stipulation by Plaintiff GCube Insurance Services, Inc.
19 (“Plaintiff”) and Defendant Lindsay Corporation (“Lindsay”), as reflected by their signatures
20 hereto, for a Protective Order concerning certain information and documents provided during the
21 course of this litigation, which the parties claim constitute commercially sensitive and
22 confidential information according to current law, and it appearing to the Court that sufficient
23 cause exists for issuance of a Protective Order,

24 IT IS HEREBY ORDERED as follows:

25 1. Any documents produced or exchanged by any of the parties to this action, or any
26 of their attorneys, and any information contained in responses to interrogatories or in any other
27 discovery including, but not limited to, deposition testimony and deposition exhibits, which as a
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1 party in good faith believes contain confidential information, commercially valuable or sensitive
2 business information, trade secrets, or confidential personnel information, may be designated as
3 confidential, and all documents and information so designated and all copies thereof (hereinafter
4 referred to collectively as “the Confidential Information”), shall be treated as confidential and
5 shall not be disclosed except as provided in this Order, PROVIDED, however, that counsel for
6 the party designating information as confidential may, in writing and without court approval,
7 agree to release any of the confidential information from the requirements of this Order.

8 2. Information produced during the course of this action within the scope of
9 Paragraph 1 above, may be designated by the producing party (“Designating Party”) as containing
10 Confidential Information by conspicuously placing on each page the legend:

11 CONFIDENTIAL
12 Subject to Protective Order
13 GCube Insurance Services, Inc. v. Lindsay Corp.
14 Case No. 2:12-cv-01163-WBS-CKD

15 Such designation shall be placed on the page so that it will not interfere with the legibility
16 of material on the page. If and to the extent that such information is entered as an Exhibit at a
17 hearing or trial relating to this action, a clean copy of the document without the legend may be
18 substituted for admission into evidence.

19 3. Any party wishing to challenge the designation of any document as
20 “CONFIDENTIAL” by the other party may object to the designation of particular Confidential
21 Information by giving written notice to the party designating the disputed information. The
22 written notice shall identify the information to which the objection is made. If the parties cannot
23 resolve the objection within ten (10) business days after the time the notice is received, it shall be
24 the obligation of the party designating the information as confidential to file an appropriate
25 motion requesting that the Court determine whether the disputed information should be subject to
26 the terms of this Protective Order. If such motion is timely filed, the disputed information shall
27 be treated as confidential under the terms of this Protective Order until the court rules on the
28 motion. In connection with a motion filed under this provision, the party designating the

1 information as confidential shall bear the burden of establishing that good cause exists for the
2 disputed information to be treated as confidential and subject to sealing by the Court.

3 4. Neither the Confidential Information nor its contents shall be disclosed to any
4 person without the agreement of the party designating information as confidential, except that
5 counsel may, without further agreement, disclose the Confidential Information or its contents to
6 the following persons for their use solely in connection with this action under the following
7 conditions:

8 a. Attorneys for the parties to this litigation (including, without limitation, the
9 attorneys of record and partners, associates, and employees of such attorneys)

10 b. Independent expert consultants retained for purposes of this litigation, to
11 whom it is necessary that the material be shown for the purpose of this litigation;

12 c. The parties and Plaintiff's subroger, Ausra, Inc.

13 d. Officers and other employees of the parties and of Ausra, Inc. in this action
14 to whom it is necessary that the material be shown for the purpose of this litigation;

15 e. Witnesses in depositions whom the propounding party has a good faith
16 reason to believe are likely to have personal or expert knowledge concerning the matter described
17 in the Confidential Information being presented;

18 f. Any other person who is designated, by agreement of the parties or order of
19 the Court, after notice to all parties and opportunity to be heard;

20 g. The Court, including all employees of the Court, and discovery referee or
21 settlement mediator;

22 h. Court reporters and videographers who need to record deposition or other
23 testimony; and

24 i. Prior to receiving any Confidential Information, each person covered by
25 paragraphs 5(b)-(f) shall be provided with a copy of this Order and shall execute Attachment A
26 hereto. Counsel for the party providing Confidential Information to each person covered by
27 paragraphs 5(b)-(f) shall maintain copies to the executed Attachment A, and shall provide copies
28 of the signed Attachment A to any party upon request within seven (7) calendar days. Each

1 person covered by paragraph 5(b) shall also be required to execute Attachment A, when executed
2 by independent consultants, shall only be provided to opposing parties upon request once, and if
3 that consultant has been designated an expert. In the event such person described above declines
4 to sign Attachment A, the Court may order the person bound by the Court's order to maintain
5 confidentiality consistent with the terms of this Stipulation or Order, after notice to the producing
6 party and the person declining to be bound have any opportunity to be heard. Witnesses declining
7 to be bound shall be advised that the Court may order such person to pay a successful movant
8 fees and costs associated with the motion, and that the witness may be required to appear for
9 additional sessions of his deposition after the Court rules on the Motion. If a person declines to
10 sign Attachment A, he shall not be given access to the Confidential Information unless the Court
11 has previously ordered that person bound by the Court's order to maintain confidentiality
12 consistent with the terms of the Stipulation and Order.

13 5. Neither the Confidential Information nor its contents shall be used or disclosed to
14 any person for any purpose beyond this action.

15 6. By signature to this Stipulation, any party to it who receives "Confidential
16 Information," regardless of the format in which that information is produced, warrants and
17 represents that within 10 days of the termination of this litigation (including termination of any
18 appeals) provides a certification that such information: 1) will be removed from all computers and
19 copies of such information will be maintained by the receiving party's attorney under seal; 2)
20 such sealed Confidential Information shall not be unsealed without first giving the Disclosing
21 Party ten (10) days prior written notice indicating the reason for unsealing the information, and an
22 opportunity for the Disclosing Party to seek an appropriate Court order regarding the unsealing,
23 use, or disclosure of the Confidential Information; and 3) such Confidential Information shall be
24 destroyed 90 days after the conclusion of the lawsuit. In no case shall such sealed information
25 leave the receiving party's attorney's possession, or be given directly to the party as part of the
26 attorney's file. At the time of destruction or deletion of the Confidential Information maintained
27 under seal, all such Confidential Information shall be destroyed, including the deletion of any
28 computer files containing Confidential Information, wherever they exist. Within 30 days of the

1 destruction of the Confidential Information contained under seal, the receiving party shall certify
2 in writing to the producing party that all Confidential Information, regardless of format or
3 location, has been destroyed.

4 7. The provisions of this Order shall not limit the parties' ability to make full use of
5 otherwise admissible Confidential Information at any stage of this litigation as necessary,
6 including, but not limited to, attachments to pleadings, exhibits to depositions or at trial. If a
7 party to this Stipulated Protective Order files or intends to file with the court, for the purposes of
8 adjudication or to use at trial, records produced that are subject to this Stipulated Protective
9 Order, and does not intend to request to have the records sealed, that party must: (i) lodge the
10 unredacted records subject to this order and any pleadings, memorandums, declarations, or other
11 documents that disclose the content of the records in the manner stated in paragraph 8; (ii) file
12 copies of the documents in (i) that are redacted so that they do not disclose the contents of the
13 records that are subject to the order; and (iii) give written notice to the party that produced the
14 records that the records and the other documents lodged under (i) will be placed in the public
15 court file unless that party files a timely request to seal the records pursuant to Eastern District of
16 California Local Rule ("Local Rule") 141.

17 8. A record that may be filed under seal must be put in an envelope or other
18 appropriate container, sealed in the envelope or container, and lodged with the court. The
19 envelope or container lodged with the court must be labeled "CONDITIONALLY UNDER
20 SEAL." The party submitted the lodged record must affix to the envelope or container a cover
21 sheet that: (A) contains all the information required on a caption page under Local Rules 131 -133
22 and (B) states that the enclosed record is subject to a motion or an application to file the record
23 under seal.

24 9. The confidentiality provisions of this Order shall survive any settlement,
25 judgment, or other disposition or conclusion of this action, and all appeals therefrom, and this
26 Court shall retain continuing jurisdiction in order to enforce the terms of this Order.

27 10. Any party may at any time and for any reason seek modification of this Protective
28 Order. This Protective Order can be modified only by written agreement of the parties or by

1 order of this Court. Each party reserves the right to object to any party's motion or request to
2 modify this Protective Order.

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4 IT IS SO ORDERED.

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6 Dated: January 3, 2013

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CAROLYN K. DELANEY
UNITED STATES MAGISTRATE JUDGE

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1 IT IS SO STIPULATED.

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4 DATED: December 31, 2012

STOEL RIVES LLP

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By: /s/ Jonathan Miles
JONATHAN MILES
Attorneys for Plaintiff
GCUBE INSURANCE SERVICES, INC

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DATED: December 31, 2012

SCHAFFER, LAX, MCNAUGHTON &
CHEN, A Professional Corporation

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By:/s/ Jill A. Franklin
JILL A. FRANKLIN
Attorneys for Defendant
LINDSAY CORPORATION

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**EXHIBIT A
TO STIPULATED PROTECTIVE ORDER**

I, _____, declare as follows:

1. My address is: _____

2. My present employer is: _____

3. My present job position is: _____

4. Pursuant to the Protective Order entered by the Court in this case (“Order”), I hereby acknowledge that I may receive information designated under the Order, and I certify my understanding that such information is provided to me pursuant to the terms and restrictions of that Order.

5. I further state that I have been given a copy of, and have read the Order, that I am familiar with its terms, and I agree to comply with, and to be bound by, each of its terms, and that I agree to hold in confidence any information disclosed to me pursuant to the terms of the Order and to use such information solely for the purpose of this action.

6. To assure compliance with the Order, I hereby submit myself to the jurisdiction of the Court, and any other Court having personal jurisdiction over me for the limited purpose of any proceedings related to the performance under, compliance with, or violation of the Order.

7. I understand that I am to retain all of the material that I receive which has been designated under the Order in a manner consistent with the Order, and that all such materials are to remain in my custody until I have completed my testimony or assigned duties in this matter. I further understand that, upon the completion of my testimony or assigned duties in this matter, all materials are to be returned to the counsel or party by whom I have been provided such materials or they are to be destroyed. I also understand that any materials, memoranda, work notes, or other documents derived from documents designated under the Order are to be delivered to counsel or party by whom I have been provided to be destroyed. Such delivery or destruction shall not relieve me from any of the continuing obligations imposed upon me by the Order. I

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1 further agree to notify any clerical personnel who are required to assist me of the terms of the
2 Order.

3 8. I declare under penalty of perjury under the laws of the United States of America
4 that the foregoing is true and correct.

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6 Signed at _____ on this day of _____,
7 20__.

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