

1 DANIEL S. GLASS (SBN 140819)
 dsglawyer@sbcglobal.net
 2 Attorney at Law
 641 Fulton Avenue, Suite 200
 3 Sacramento, CA 95825
 Tel: 916.483.1971
 4 Fax: 916. 483.1371

5 Attorney for Plaintiff
 DONALD HOLLAND

6 STEPHEN M. HAYES (SBN 83583)
 shayes@hayesscott.com
 7 DANIEL S. CLARK JR. (SBN 221647)
 dclark@hayesscott.com

8 **HAYES SCOTT BONINO**
 9 **ELLINGSON & McLAY, LLP**
 203 Redwood Shores Parkway, Suite 480
 10 Redwood City, California 94065
 Telephone: 650.637.9100
 11 Facsimile: 650.637.8071

12 Attorneys for Defendant
 NATIONAL UNION FIRE INSURANCE
 13 COMPANY OF PITTSBURGH, PA

14 UNITED STATES DISTRICT COURT
 15 EASTERN DISTRICT OF CALIFORNIA
 16 (SACRAMENTO DIVISION)

18 DONALD HOLLAND,

19 Plaintiff,

20 vs.

22 NATIONAL UNION FIRE INSURANCE
 COMPANY OF PITTSBURGH, PA,

23 Defendant.

CASE NO. 2:12-cv-01983-TLN-AC

**STIPULATION AND [PROPOSED]
 PROTECTIVE ORDER REGARDING
 THE PRODUCTION OF FINANCIAL
 AND RETENTION INFORMATION FOR
 DR. LEONID TOPPER AND
 RESTRICTING DISSEMINATION OF
 DISCOVERY**

25 **I.**
 26 **STIPULATION AND PROTECTIVE ORDER REGARDING**
THE DISCLOSURE OF NATIONAL UNION FINANCIAL INFORMATION

27 Defendant National Union Fire Insurance Company of Pittsburgh, PA (“National Union”)
 28 and Plaintiff Donald Holland (“Holland”) hereby stipulate to the following protective order with

1 respect to and to accommodate National Union's disclosure of certain information in response to
2 Holland's interrogatories.

3 **II.**
4 **DISCLOSURE OF INFORMATION AND CUSTODY OF THE SAME**

5 National Union will disclose responsive information to Holland's interrogatories that have
6 been requested and withheld based upon the proprietary, third-party privacy, relevance, and
7 confidential objections, without waiving those objections. This information is related to the
8 retention of and payments to Dr. Leonid Topper by National Union between January 1, 2008 and
9 December 31, 2012, including but not limited to the number of retentions per year and the amount
10 paid per retention (the "Information"). This disclosure of the Information does not apply to the
11 identification of the third-party insureds, who were the subjects of Dr. Topper's records review, the
12 nature of the claim, or the results of Dr. Topper's review.

13 Disclosure of the Information hereinafter specified shall take place by mail from and/or at:

14
15 Hayes Scott Bonino Ellingson & McLay, LLP
16 203 Redwood Shores Parkway, Suite 480
17 Redwood City, CA 94065

18 and shall proceed in the following manner:

- 19 a) This Order shall be served on all parties;
- 20 b) All parties and counsel for all parties herein shall be subject to the Court Order for
21 the purpose of limiting the dissemination of the Information hereunder;
- 22 c) Those persons viewing the requested Information shall agree to the terms and
23 conditions set forth in the Inspection and Viewing Record Agreement attached hereto; and
- 24 d) Copies of all the Information produced by National Union shall be designated
25 "CONFIDENTIAL DOCUMENTS SUBJECT TO STIPULATION AND COURT ORDER" or a
26 form of similar effect.
- 27 e) In the event the parties agree to disclose any Information pursuant to this stipulation
28 in advance of the court's execution of the order, the parties hereby agree to fully abide by their

1 respective rights and obligations herein as a stipulation and contract and as though this stipulation
2 was approved and ordered by the court.

3 **III.**
4 **PERSONS AUTHORIZED TO TAKE CUSTODY**

5 Only attorneys for parties of record, and law clerks, secretaries, translators, and qualified
6 stenographers for said attorneys, and any experts actually hired for consultation and/or testimony in
7 connection with this case, shall be allowed to view and retain custody of copies of the disclosed
8 Information or notes taken therefrom.

9 **IV.**
10 **PROCEDURE FOR GRANTING CUSTODY**

11 Prior to granting custody of copies of the subject Information or notes taken therefrom, each
12 person who is to take such custody shall be brought within the personal jurisdiction of the Court,
13 including its contempt power, by signing a copy of this order signifying agreement to its provisions
14 and consent to jurisdiction of the Court over his or her person for any proceedings involving
15 alleged improper disclosures. Each such signature shall be made under penalty of perjury.

16 The failure to have each person sign a copy of this order prior to granting custody of copies
17 of the subject information or notes taken therefrom, will result in the prohibition of the parties using
18 this Information for any purpose including this case.

19 **V.**
20 **INSPECTION AND VIEWING RECORD AGREEMENT**

21 No person shall be allowed or authorized to examine any portion of said information or
22 notes arising therefrom, or to discuss the contents of either, until such persons has:

- 23 (1) Read this Court Order; and
24 (2) Completed and signed the “Inspection and Viewing Record Agreement” attached
25 hereto as Exhibit “A”.

26 **VI.**
27 **JURISDICTION**

28 Each person signing the “Inspection and Viewing Record Agreement” thereby agrees to be
subject to the jurisdiction of this Court for contempt and other appropriate proceedings in the event
of an alleged violation of this Protective Order.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VII.
NON-DISCLOSURE

No person authorized hereunder to view copies of the Information or to make notes therefrom, may disclose any portion of the subject matter or contents of either any person not authorized hereunder.

VIII.
NON-DISSEMINATION

The Information, copies of any portion of the same, and all notes arising from examination of said Information, as well as discussions of the contents thereof, shall be used only in connection with the present case of *Donald Holland v. National Union Fire Insurance Co. of Pittsburgh, PA*, United States District Court – Eastern District, Case Number 2:12-CV-01983-TLN-AC, and shall be used for no other purposes whatsoever including, but not limited to, other lawsuits, actions, claims or demands.

IX.
ALL DOCUMENTS REVEALED TO THE COURT SHALL BE SEALED

All motions or other documents filed with the Court, if any, which reveal any portion of the contents of this Information, or notes arising therefrom, shall be filed in a sealed envelope directly with the United States District Court – Eastern District and shall be considered sealed documents until further order of the Court. At any hearing or proceeding in which any document covered by this order is referred to, revealed or discussed, either party can request that the hearing or proceeding be conducted in chambers. Any records made of such proceedings shall also be sealed until further order of the Court, if any.

X.
NON-WAIVER

The production of the Information shall not constitute a waiver of National Union's right to claim in this lawsuit or otherwise, that the Information described therein are privileged or otherwise non-discoverable or admissible.

XI.
SURRENDER OF DOCUMENTS

At the conclusion of the subject litigation, all Information provided, and any copies thereof,

1 under this protective order shall be returned to National Union's counsel, with a declaration, signed
2 by Holland's counsel under penalty of perjury, that all documents provided, and any copies thereof,
3 under the protective order have been returned to National Union's counsel. The Information and
4 any documents containing the Information are to be returned as soon as possible and no later than
5 seven (7) days from the date of the dismissal of the action with the declaration.

6 **IT IS SO STIPULATED.**

7 Dated: July 22, 2013

LAW OFFICE OF DANIEL S. GLASS

8
9 By /s/ Daniel S. Glass

DANIEL S. GLASS
Attorney for Plaintiff
DONALD HOLLAND

10
11 Dated: July 23, 2013
12 LLP

HAYES SCOTT BONINO ELLINGSON & McLAY,

13 By /s/ Daniel S. Clark, Jr.

14 STEPHEN M. HAYES
15 DANIEL S. CLARK JR.
16 Attorneys for Defendant
17 NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA

18 **[PROPOSED] ORDER**

The above STIPULATION hereby becomes the PROTECTIVE ORDER of the court.

19 DATED: July 30, 2013

20
21 

22 ALLISON CLAIRE
23 UNITED STATES MAGISTRATE JUDGE