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9 Standard Insurance Company, erroneously  
10 sued as Standard Life Insurance Company

11 UNITED STATES DISTRICT COURT  
12 EASTERN DISTRICT OF CALIFORNIA

13 KATHLEEN GARCIA,  
14 Plaintiff,

15 vs.

16 STANDARD LIFE INSURANCE  
17 COMPANY, et al.

18 Defendants.

19 Case No.: 2:13-cv-02164-WBS-CKD  
20 STIPULATED PROTECTIVE ORDER  
21 FOR CONFIDENTIALITY DURING  
22 PRETRIAL PROCEEDINGS

23 [Local Rule 141.1]

24 No hearing set or required.

25 Plaintiff Kathleen Garcia and Defendant Standard Insurance Company  
26 (“Standard”), erroneously sued as Standard Life Insurance Company, stipulate and  
27 respectfully request that the Court enter the following proposed Stipulated  
28 Protective Order for Confidentiality During Pretrial Proceedings (the “Protective  
Order”) on the understanding that (i) the Protective Order applies only during  
pretrial proceedings (see ¶ 14, *infra*), and, (ii) each party must seek and obtain  
Court permission prior to filing any matter under seal (see ¶ 8, *infra*).

WHEREAS, **Local Rule 141.1(c)(1)** requires that Plaintiff Kathleen Garcia  
and Standard (Plaintiff and Standard are sometimes hereinafter collectively  
referred as “the Parties”), describe “the types of information eligible for  
protection” the Parties jointly state that the matters to be protected during

1 discovery fall into the following two categories, **first**, documents and information  
2 of Standard that are of value to its competitors, including (i) guidelines for claims  
3 processing, administration and handling, (ii) guidelines for training (iii)  
4 information on reserves, and, (iv) Standard's contracts with Plaintiff's insurance  
5 agent for the Policy at issue, and, **second**, documents and information on third  
6 parties in the possession of either of the Parties;

7 WHEREAS, Plaintiff has requested and may make further requests for the  
8 production of documents and information on or related to such topics as the  
9 internal claims handling procedures and policies of Standard, any guidelines and  
10 training related to or explaining the internal claims handling guidelines, procedures  
11 and policies of defendant Standard, the setting of reserves, and Standard's  
12 contracts with Plaintiff's insurance agent, and may wish to discuss these matters at  
13 deposition;

14 WHEREAS, Plaintiff has also requested and may make additional requests  
15 for documents and information that are subject to protection on grounds of third  
16 party privacy in written discovery and may also do so at deposition;

17 WHEREAS, Standard may request documents and information that are  
18 subject to protection on grounds of third party privacy in written discovery and  
19 may also do so at deposition;

20 WHEREAS, documents or information on claim handling guidelines, such  
21 as procedures or policies and/or training guidelines and similar documents or  
22 information, discovery on reserves, and, Standard's contracts with Plaintiff's  
23 insurance agent that have been or may yet be requested in this action, have been  
24 generated by Standard and/or its vendors for Standard's internal use and contain  
25 and constitute trade secrets, and/or copyrighted material, and confidential, private  
26 and proprietary business information having value to Standard and its competitors  
27 ("Protected Competitive Information");

28 /////

1           WHEREAS, Standard will not, at any time prior to entry of this protective  
2 order, produce Protected Competitive Information on the basis that it contains and  
3 constitutes trade secrets, copyrighted material, and confidential, private and  
4 proprietary business information having value to Standard and its competitors and  
5 that the production of same would violate Standard's rights, privileges and  
6 immunities;

7           WHEREAS, in light of Standard's trade secret, copyright and confidentiality  
8 concerns, Standard and Plaintiff mutually wish to establish procedures that will be  
9 fair to each of them regarding the discovery and production of Protected  
10 Competitive Information;

11           WHEREAS, each of the Parties now has (and will very likely develop (as  
12 discovery continues) further) legitimate concerns about producing information that  
13 implicates third party privacy concerns, Standard and Plaintiff mutually wish to  
14 establish procedures that will be fair to each of them regarding the discovery and  
15 production of material that is subject to protection as third party information  
16 ("Third Party Information").

17           WHEREAS, **Local Rule 141.1(c)(2)** requires that the Parties make a  
18 "showing of particularized need for protection as to each category" to be protected,  
19 the Parties jointly and respectfully submit that (i) the Courts routinely afford  
20 protection from general disclosure to institutional training and procedural  
21 guidelines developed and used in handling a party's business and that the  
22 calculation of reserves and Standard's contracts with insurance agents are likewise  
23 Protected Competitive Information as they are of value to Standard's competitors,  
24 and, (ii) third party privacy, such as Third Party Information, is likewise routinely  
25 afforded judicial protection from unnecessary general disclosure in litigation;

26           WHEREAS, **Local Rule 141.1(c)(3)** requires that the Parties make a  
27 "showing as to why the need for protection should be addressed by a court order,  
28 as opposed to a private agreement between or among" the Parties. As to the first

1 category to be protected, Protected Competitive Information, the Parties jointly and  
2 respectfully submit that the impact of unwarranted and wide disclosure of  
3 Standard's Protected Competitive Information would be difficult to assess and the  
4 value of Standard's Protected Competitive Information to its competitors would,  
5 likewise, be, at least, very difficult to assess. In these circumstances, the Court's  
6 exercise of its in personam jurisdiction as specified in this Order is needed as a  
7 means to deter and address violations of the stipulated duty to keep confidential  
8 any Protected Competitive Information Standard may disclose. As to the second  
9 category to be protected, Third Party Information, the Parties jointly and  
10 respectfully submit that not only the Parties but also the Court have an interest in  
11 protecting those whose personal information may be disclosed in this action from  
12 general public disclosure in circumstances where their rights are not being  
13 adjudicated and where their personal information need not be made public in order  
14 to adjudicate this dispute;

15 WHEREAS, the Parties sometimes refer to hereinafter Protected  
16 Competitive Information and Third Party Information collectively as "Confidential  
17 Information"; and,

18 WHEREAS, without waiver of any objections to the discoverability of  
19 Confidential Information, it is the parties' intention to provide a mechanism by  
20 which discovery of relevant information may efficiently be obtained in a manner  
21 that protects all parties, including nonparties, and third parties to this litigation,  
22 from the risk of unwarranted disclosure and potential misuse of such Confidential  
23 Information.

24 NOW THEREFORE, the Parties stipulate that each is bound by the terms of  
25 this Protective Order, the terms of which are now set forth below and as in Exhibit  
26 A hereto:

27 1. The provisions of this Order, to which the parties have already agreed  
28 and stipulated, governs the designation and handling of documents, records, or

1 information containing or concerning Confidential Information produced in  
2 discovery in this lawsuit, whether produced by Standard, Plaintiff, or by third  
3 parties.

4 2. The Parties, as the case may be, shall respectively designate Confidential  
5 Information as follows. Documents shall be designated as “CONFIDENTIAL” by  
6 stamping them as “CONFIDENTIAL.” Deposition testimony shall be designated  
7 as “CONFIDENTIAL” either at the time of the deposition or no later than within  
8 the time permitted for the witness to make corrections. The CONFIDENTIAL  
9 portion of any deposition transcript shall be separately bound from non-  
10 CONFIDENTIAL portions. The Parties shall designate as CONFIDENTIAL only  
11 such information and documents that it in good faith determines to be and regards  
12 as Confidential Information.

13 3. Unless otherwise ordered by the Court in this action, documents,  
14 materials and information designated as CONFIDENTIAL will be held by  
15 Plaintiff, Standard or other receiving party solely for use in connection with this  
16 litigation and will be maintained and disclosed only in accordance with this  
17 Protective Order. Experts referred to in paragraph 5(d) who have complied with  
18 the requirements of paragraph 5 hereof by giving the required certification, as per  
19 Exhibit A hereto, may review CONFIDENTIAL materials, documents and  
20 information, for purposes of study, analysis, and preparation in connection with the  
21 case.

## 22 **STANDARD’S CLAIMS MANUAL**

23 4. The term “Confidential Information” as used herein shall include (but not  
24 be limited to) any and all documents, records, materials, and/or information  
25 contained and/or set forth in Standard’s Group Benefits LTD Claims Manual (the  
26 “Claims Manual”). Pursuant to this Order, the Claims Manual, and/or any  
27 documents, records, materials and/or information contained therein, including but  
28 not limited to the Index and/or Table of Contents, is designated as

1 “CONFIDENTIAL.” The production of the Claims Manual will be conducted as  
2 follows:

3 (a) Immediately upon entry of this Protective Order, Standard will produce  
4 the Table of Contents of the Claims Manual to Plaintiff. The Table of Contents is  
5 CONFIDENTIAL and the Table of Contents is Confidential Information.

6 (b) Plaintiff will then select from the Table of Contents the portions of the  
7 Claims Manual that she believes are relevant to this action and that she wishes to  
8 be produced.

9 (c) To the extent that Standard agrees that any part of the Claims Manual  
10 Plaintiff has asked for is to be produced, those parts will be immediately produced  
11 by Standard and will be designated as CONFIDENTIAL. Production of any part  
12 of the Claim Manual is not an admission that it is relevant or admissible at trial.

13 (d) As to any documents from the Claims Manual that the Parties do not  
14 mutually agree should be produced, the Parties will submit any such dispute to the  
15 Court for resolution. Any portion of the Claims Manual, and the contents therein,  
16 that may for any reason be produced following such dispute, shall be  
17 CONFIDENTIAL.

18 (e) Unless otherwise ordered by the Court in this action, all portions of the  
19 Claims Manual, and any documents, records, or information contained therein that  
20 are produced, will be held by Plaintiff or the receiving party solely for use in  
21 connection with this litigation and will be maintained and disclosed as described  
22 herein and in accordance with the Order of the Court.

### 23 **GENERAL PROVISIONS**

24 5. Except with, as the case may be, Plaintiff’s or Standard’s prior written  
25 consent, or upon prior order of this Court obtained upon notice to counsel for all  
26 parties, Standard’s CONFIDENTIAL materials, documents and information shall  
27 not be disclosed by Plaintiff to any person other than:

28 (a) Plaintiff or Standard;

1 (b) Plaintiff's or Standard's counsel in this litigation;

2 (c) Employees or independent contractors of Plaintiff's or Standard's  
3 counsel in this litigation;

4 (d) experts, consultants, or advisors employed or utilized by Plaintiff's or  
5 Standard's counsel to assist in this litigation, and/or to testify at trial or any other  
6 proceeding in this litigation;

7 (e) the Court and court personnel, including stenographic reporters as  
8 necessarily incident to the preparation for trial of this action;

9 (f) noticed or subpoenaed deponents and their counsel; and

10 (g) any person identified as having authored or previously reviewed or  
11 received CONFIDENTIAL materials, documents and information, and any  
12 documents, records, or information contained therein.

13 (h) as the case may be, Plaintiff's or Standard's Confidential Information  
14 and CONFIDENTIAL materials, documents and information may be shown to any  
15 person listed in subparagraphs (d) and (g) of this paragraph only after such person  
16 has been shown a copy of this Order and advised of its terms, and only after such  
17 person executes a copy of the form of certification attached to this Order as  
18 Exhibit "A" (the "Certification").

19 6. Plaintiff's or Standard's counsel shall maintain complete records of every  
20 original signed Certification obtained from any person pursuant to paragraph 5 and  
21 in the form attached hereto as Exhibit A. These Certifications need not be  
22 disclosed to the opposing parties absent further order of the Court.

23 7. Any person receiving or viewing, as the case may be, Plaintiff's or  
24 Standard's Confidential Information or CONFIDENTIAL materials, documents  
25 and information shall not reveal the same to (or discuss the contents of the  
26 information with) any person who is not entitled to receive the same.

27 8. No material designated as Confidential Information or CONFIDENTIAL  
28 shall at any time be filed (i) except under seal, or, (ii) without first having obtained

1 an order from the Court, on such notice as may satisfactory to the Court, permitting  
2 public filing of matters designated as CONFIDENTIAL. **Subject to further court**  
3 **order, nothing shall be filed under seal, and the Court shall not be required to**  
4 **take any action, without separate prior order by the Judge before whom the**  
5 **hearing or proceeding will take place; after application by the filing party and**  
6 **with appropriate notice to opposing counsel. It is further understood and**  
7 **agreed that filing under seal shall proceed solely under and pursuant to this**  
8 **Court's published procedures for filings under seal, including as set forth in**  
9 **the Local Civil Rules and in rules governing electronic filing.**

10 9. In the event that a dispute arises between the Parties regarding the  
11 procedures set forth in this Order, and/or any party's or third party's compliance  
12 with this Protective Order, the parties **MUST** first attempt to resolve the dispute in  
13 good faith on an informal basis. **ONLY** if the dispute cannot be resolved, may  
14 either party seek any relief from this Court.

15 10. All provisions of this Order restricting the communication or use of  
16 Confidential Information shall continue to be binding after the conclusion of this  
17 action unless subsequently modified by agreement between the Parties or further  
18 order of the Court.

19 11. This Order has no effect upon, and its scope shall not extend to, as the  
20 case may be, Plaintiff's or Standard's use of her/its own Confidential Information  
21 and CONFIDENTIAL materials, documents and information.

22 12. Nothing in the Protective Order constitutes an admission that there  
23 necessarily are or may be materials responsive to any discovery request herein.  
24 Further, producing, receiving or reviewing, as the case may be, Plaintiff's or  
25 Standard's CONFIDENTIAL materials, documents and information, and/or  
26 otherwise complying with the terms of this Protective Order shall not:

27 (a) prejudice in any way the rights of either party to object to the production  
28 of other documents, records, materials and/or information it considers not subject



1 to discovery or otherwise protected from or limited in discovery on the basis of  
2 privilege or otherwise; or

3 (b) prejudice in any way the rights of either party to seek a court  
4 determination whether such other documents, records, materials and/or information  
5 should be produced; or

6 (c) prejudice in any way the rights of a party to ask the Court for any  
7 additional protection, by way of motion, response to motion or otherwise, with  
8 respect to the confidentiality of other documents, records, materials and/or  
9 information as that party may consider appropriate.

10 (d) prejudice or impact in any way any argument with respect to the  
11 admissibility of any matter at trial.

12 13. After the final termination of this action, including all appeals,  
13 Plaintiff's or Standard's (as the case may be) Confidential Information and  
14 CONFIDENTIAL materials, documents and information, and all copies made  
15 thereof shall, at the option of the party holding such information, either (a) be  
16 returned within sixty (60) days to the party producing it, or (b) be destroyed, and a  
17 certificate to that effect shall be provided, as the case may be, to Plaintiff or  
18 Standard. However, any work product (as defined under applicable law),  
19 pleadings, deposition transcripts or trial exhibits in this action may be retained by  
20 counsel, subject to the terms of this Order. **The Court and all Court personnel**  
21 **are expressly excluded from this provision.**

22 14. This Order shall govern the production, handling and dissemination of  
23 Confidential Information and CONFIDENTIAL materials, documents and  
24 information, and all copies made thereof **prior to trial only**. During preparations  
25 for the Pretrial Conference, the parties agree that they shall in good faith and  
26 cooperatively meet and confer regarding the confidentiality of information to be  
27 used at trial and documents designated as trial exhibits and, as is necessary, agree  
28

1 upon a method for maintaining the confidentiality of such information and  
2 documents at trial.

3 15. This Order shall be without prejudice to any application for relief from  
4 any restriction contained herein or for any order compelling or further restricting  
5 the production, exchange, or use of any document, testimony, interrogatory  
6 response, or other information produced, given, or exchanged in the course of  
7 pretrial discovery in this action.

8 16. This Order does not operate as an agreement by any party to produce  
9 any document or to disclose any information demanded or requested by another  
10 party or as an admission that any particular documents or information exist or are  
11 to be produced or otherwise to be disclosed in this action. Nothing herein shall be  
12 deemed to waive any applicable objection and/or privilege or be construed as an  
13 acknowledgment of the applicability of any objection and/or privilege.

14 17. All persons bound by this Order are hereby notified that if this Order is  
15 in any manner violated, the person or entity who commits such violation shall be  
16 subject to such sanctions as the Court, on motion and after a hearing, deems just.

17 18. The Court retains jurisdiction to make such amendments, modifications,  
18 and additions to this Order as it may deem appropriate.

19 **IT IS SO STIPULATED.**

20 Dated: October 4, 2014

21 s/ Warren H. Nelson, Jr.  
22 **WARREN H. NELSON, JR.**  
23 **A PROFESSIONAL CORPORATION**  
24 **6161 El Cajon Boulevard, # 273**  
25 **San Diego, CA 92115**

26 Attorney for Defendant  
27 **STANDARD INSURANCE COMPANY,**  
28 **erroneously sued as Standard Life Insurance**  
**Company**

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1 **IT IS SO STIPULATED.**

2 Dated: October 4, 2014

3  
4 /s/ David Allen  
David Allen

5 DAVID ALLEN & ASSOCIATES  
6 5230 Folsom Boulevard  
Sacramento, CA 95819

7 Attorneys for Plaintiff  
8 KATHLEEN GARCIA

9  
10 **IT IS SO ORDERED.**

11  
12 Dated: October 8, 2014

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14 \_\_\_\_\_  
15 CAROLYN K. DELANEY  
16 UNITED STATES MAGISTRATE JUDGE  
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1 EXHIBIT A

2 I, \_\_\_\_\_, hereby state and declare that I  
3 have read and understand the attached “Stipulated Protective Order on  
4 Confidentiality During Discovery” of the United States District Court for the  
5 Eastern District of California in the matter of Kathleen Garcia v. Standard Life  
6 Insurance Company, et al., Case No. 2:13-cv-02164-WBS-CKD, and hereby agree  
7 to fully comply with the terms and conditions thereof. I further consent to the  
8 jurisdiction, over me, of the United States District Court for the Eastern District of  
9 California for any purpose related in any way to enforcement of the foregoing  
10 “Stipulated Protective Order on Confidentiality During Pretrial Proceedings.”

11 Executed this \_\_\_\_ day of \_\_\_\_\_, 2014, at \_\_\_\_\_,  
12 [City]

13 \_\_\_\_\_.  
14 [State]

15  
16 By \_\_\_\_\_  
17 [Name] \_\_\_\_\_  
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