

1 Gary R. Selvin, State Bar No. 112030  
 E-mail: gselvin@selvinwraith.com  
 2 Robin D. Korte, State Bar No. 182553  
 E-mail: rkorte@selvinwraith.com  
 3 SELVIN WRAITH HALMAN LLP  
 4 505 14th Street, Suite 1200  
 Oakland, CA 94612  
 5 Telephone: (510) 874-1811  
 Facsimile: (510) 465-8976  
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7 Attorneys for Plaintiff  
 PRAETORIAN INSURANCE COMPANY  
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9 **IN THE UNITED STATES DISTRICT COURT**

10 **EASTERN DISTRICT OF CALIFORNIA - SACRAMENTO DIVISION**

11 PRAETORIAN INSURANCE COMPANY,

12 Plaintiff,

13 v.

14 A R BUSINESS GROUP, INC. dba U S  
 15 TIRE & WHEEL; MARSHAUN TATE; S. T.,  
 16 by and through his guardian ad litem,  
 17 KENNETH TATE; ELISEO QUINTERO,  
 SR.; AIDA QUINTERO; FORD MOTOR  
 18 COMPANY; BRIDGESTONE AMERICAS,  
 INC.,

19 Defendants.  
 20

CASE NO. 2:13-cv-02639-MCE-EFB

**JOINT STIPULATION FOR PROTECTIVE ORDER**

Complaint Filed: December 20, 2013

21  
 22 **PURPOSES AND LIMITATIONS**

23 Disclosure and discovery activity in this action are likely to involve production of  
 24 confidential, proprietary, or private information for which special protection from public  
 25 disclosure and from use for any purpose other than prosecuting this litigation would be  
 26 warranted. The parties acknowledge that this Order does not confer blanket protections on  
 27 all disclosures or responses to discovery and that the protection it affords extends only to  
 28 the limited information or items that are entitled under the applicable legal principles to

**Joint Stipulation for Protective Order**

**CASE NO. 2:13-cv-02639-MCE-EFB**

1 treatment as confidential.

2 **2. DEFINITIONS**

3 **2.1 CHALLENGING PARTY:** a Party or Non-Party that challenges the  
4 designation of information or items under this Order.

5 **2.2 "CONFIDENTIAL" INFORMATION OR ITEMS:** information (regardless of  
6 how generated, stored or maintained) or tangible things reflecting confidential or personal  
7 information that counsel or any of the stipulating parties have in good faith designated as  
8 "Confidential".

9 **2.3 COUNSEL:** Outside Counsel and (as well as their support staff).

10 **2.4 DESIGNATING PARTY:** a Party or Non-Party that designates information or  
11 items that it produces in disclosures or in responses to discovery as "Confidential".

12 **2.5 DISCLOSURE OR DISCOVERY MATERIAL:** all items or information,  
13 regardless of the medium or manner generated, stored, or maintained (including, among  
14 other things, testimony, transcripts, and tangible things) that are produced or generated in  
15 disclosures or responses to discovery in this matter.

16 **2.6 EXPERT:** a person with specialized knowledge or experience in a matter  
17 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve as an  
18 expert witness or consultant in this action, (2) is not a past or current employee of a Party or  
19 of a Party's competitor, and (3) at the time of retention, is not anticipated to become an  
20 employee of a Party or of a Party's competitor. This definition includes a professional jury or  
21 trial consultant retained in connection with this litigation.

22 **2.7 NON-PARTY:** any natural person, partnership, corporation, association, or  
23 other legal entity not named as a Party to this action.

24 **2.8 OUTSIDE COUNSEL:** attorneys who are not employees of a Party but are  
25 retained to represent or advise a Party and have appeared in this action on behalf of that  
26 Party or are affiliated with a law firm which has appeared on behalf of that Party.

27 **2.9 PARTY:** any party to this action, including all of its officers, directors,  
28 employees, consultants, retained experts, and<sub>2</sub> Outside Counsel (and their support staff).

1           **2.10 PRODUCING PARTY:** a Party or Non-Party that produces Disclosure or  
2 Discovery Material in this action.

3           **2.11 PROFESSIONAL VENDORS:** persons or entities that provide litigation  
4 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
5 demonstrations, and organizing, storing, or retrieving data in any form or medium) and their  
6 employees and subcontractors.

7           **2.12 PROTECTED MATERIAL:** any Disclosure or Discovery Material that is  
8 designated as “Confidential”.

9           **2.13 RECEIVING PARTY:** a Party that receives Disclosure or Discovery Material  
10 from a Producing Party.

### 11 **3. SCOPE**

12           The protections conferred by this Order cover not only Protected Material (as defined  
13 above), but also any information copied or extracted therefrom, as well as all copies,  
14 excerpts, summaries, or compilations thereof, plus testimony, conversations, or  
15 presentations by Parties or their Counsel that might reveal Protected Material.

### 16 **4. DURATION**

17           Even after final disposition of this litigation, the confidentiality obligations imposed by  
18 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a  
19 court order or arbitrator’s order otherwise directs.

### 20 **5. DESIGNATING PROTECTED MATERIAL**

#### 21 **5.1 Exercise of Restraint and Care in Designating Material for Protection**

22           Each Party or Non-Party that designates information or items for protection under this  
23 Order must take care to limit any such designation to specific material that qualifies under  
24 the appropriate standards. A Designating Party must take care to designate for protection  
25 only those parts of material, documents, items, or oral or written communications that qualify  
26 - so that other portions of the material, documents, items, or communications for which  
27 protection is not warranted are not swept unjustifiably within the ambit of this Order.

28           Mass, indiscriminate, or routinized designations are prohibited. Designations that are

1 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to  
2 unnecessarily encumber or retard the case development process, or to impose unnecessary  
3 expenses and burdens on other parties), expose the Designating Party to sanctions.

4 If it comes to a Designating Party's attention that information or items designated for  
5 protection do not qualify for protection at all, or do not qualify for the level of protection  
6 initially asserted, then the Designating Party must promptly notify all other Parties that it is  
7 withdrawing the mistaken designation.

## 8 **5.2 Manner and Timing of Designations.**

9 Except as otherwise provided in this Order (see, e.g., second paragraph of section  
10 5.2(a), below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that  
11 qualifies for protection under this Order must be clearly designated as such before the  
12 material is disclosed or produced.

13 Designation in Conformity with this Order Requires:

14 (a) for information in documentary form (apart from transcripts of depositions or other  
15 pretrial or trial proceedings), that the Producing Party affix the legend "CONFIDENTIAL" to  
16 each page that contains protected material. If only a portion or portions of the material on a  
17 page qualifies for protection, the Producing Party also must clearly identify the protected  
18 portion(s) (e.g., by making appropriate markings in the margins).

19 (b) for testimony given in deposition or in other pre-trial or trial proceedings, that the  
20 Party or Non-Party offering or sponsoring the testimony identify on the record, before the  
21 close of the deposition, hearing, or other proceeding, all protected testimony. When it is  
22 impractical to identify separately each portion of testimony that is entitled to protection, and  
23 when it appears that substantial portions of the testimony may qualify for protection, the  
24 Party or Non-Party that sponsors, offers, or gives the testimony may invoke on the record  
25 (before the deposition, hearing, or other proceeding is concluded) a right to have up to  
26 twenty (20) days to identify the specific portions of the testimony as to which protection is  
27 sought. Only those portions of the testimony that are appropriately designated for  
28 protection within the twenty (20) days shall be covered by the provisions of this Protective

1 Order. Alternatively, a Party or Non-Party offering or sponsoring the testimony may specify,  
2 at the deposition or up to twenty (20) days afterwards if that period is properly invoked, that  
3 the entire transcript shall be treated as “CONFIDENTIAL”.

4 Parties shall give the other parties notice if they reasonably expect a deposition,  
5 hearing, or other proceeding to include Protected Material so that the other parties can  
6 ensure that only authorized individuals who have signed the “Acknowledgment and  
7 Agreement to Be Bound” (Exhibit A) are present at those proceedings. The use of a  
8 document as an exhibit at a deposition shall not in any way affect its designation as  
9 “CONFIDENTIAL”.

10 Transcripts containing Protected Material shall have an obvious legend on the title  
11 page that the transcript contains Protected Material, and the title page shall be followed by a  
12 list of all pages (including line numbers as appropriate) that have been designated as  
13 Protected Material. The Designating Party shall inform the court reporter of these  
14 requirements.

15 (c) for information produced in some form other than documentary, and for any other  
16 tangible items, that the Producing Party affix in a prominent place on the exterior of the  
17 container or containers in which the information or item is stored the legend  
18 “CONFIDENTIAL”. If only a portion or portions of the information or item warrant protection,  
19 the Producing Party, to the extent practicable, shall identify the protected portion(s).

### 20 **5.3 Inadvertent Failures to Designate**

21 If timely corrected, an inadvertent failure to designate qualified information or items  
22 as “Confidential” does not, standing alone, waive the Designating Party’s right to secure  
23 protection under this Order for such material. If material *is* appropriately designated as  
24 “Confidential” after the material was initially produced, the Receiving Party, on timely  
25 notification of the designation, must make reasonable efforts to assure that the material is  
26 treated in accordance with the provisions of this Order.

## 27 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

### 28 **6.1 Timing of Challenges**

1 Any Party or Non-Party may challenge a designation of confidentiality at any time.  
2 Unless a prompt challenge to a Designating Party's confidentiality designation is necessary  
3 to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a  
4 significant disruption or delay of the litigation, a Party does not waive its right to challenge a  
5 confidentiality designation by electing not to mount a challenge promptly after the original  
6 designation is disclosed.

### 7 **6.2 Meet and Confer**

8 The Challenging Party shall initiate the dispute resolution process by providing  
9 written notice of each designation it is challenging and describing the basis for each  
10 challenge. The parties shall attempt to resolve each challenge in good faith and must begin  
11 the process by conferring directly (in writing or voice-to-voice dialogue). In conferring, the  
12 Challenging Party must explain the basis for its belief that the confidentiality designation  
13 was not proper and must give the Designating Party an opportunity to review the designated  
14 material, to reconsider the circumstances, and, if no change in designation is offered, to  
15 explain the basis for the chosen designation. A Challenging Party may proceed to the next  
16 stage of the challenge process only if it has engaged in this meet and confer process first or  
17 establishes that the Designating Party is unwilling to participate in the meet and confer  
18 process in a timely manner.

### 19 **6.3 Judicial Intervention**

20 A Challenging Party, after considering the justification offered by the Designating  
21 Party, may file and serve a motion consistent with this Protective Order that identifies the  
22 challenged material and sets forth in detail the basis for the challenge. Each such motion  
23 must be accompanied by a competent declaration that affirms the movant has complied with  
24 the meet and confer requirements imposed by the preceding paragraph.

25 The burden of persuasion in any such challenge proceeding shall be on the  
26 Designating Party. Until the Court rules on the challenge, all parties shall continue to afford  
27 the material in question the level of protection to which it is entitled under the Producing  
28 Party's designation.

1 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 **7.1 Basic Principles**

3 A Receiving Party may use Protected Material that is disclosed or produced by  
4 another Party or by a Non-Party in connection with this case only for prosecuting,  
5 defending, or attempting to settle this litigation. Such Protected Material may be disclosed  
6 only to the categories of persons and under the conditions described in this Order. When  
7 the litigation has been terminated, a Receiving Party must comply with the provisions below  
8 (FINAL DISPOSITION).

9 Protected Material must be stored and maintained by a Receiving Party at a location  
10 and in a secure manner that ensures that access is limited to the persons authorized under  
11 this Order.

12 **7.2 Disclosure of "CONFIDENTIAL" Information or Items.**

13 Unless otherwise ordered by the Court or permitted in writing by the Designating  
14 Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL"  
15 only to:

16 (a) the Receiving Party's Outside Counsel of record in this action, as well as  
17 employees of said Outside Counsel to whom it is reasonably necessary to disclose the  
18 information for this litigation;

19 (b) the officers, directors, and employees of the Receiving Party to whom  
20 disclosure is reasonably necessary for this litigation and who have signed the  
21 "Acknowledgment and Agreement to Be Bound," attached hereto as Exhibit A;

22 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
23 reasonably necessary for this litigation and who have signed the "Acknowledgment and  
24 Agreement to Be Bound" (Exhibit A);

25 (d) the Judge, the Court, and its personnel;

26 (e) court reporters and their staff, professional jury or trial consultants, and  
27 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who  
28 have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

1 (f) during their depositions, witnesses in the action to whom disclosure is  
2 reasonably necessary and who have signed the "Acknowledgment and Agreement to Be  
3 Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the  
4 Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal  
5 Protected Material must be separately bound by the court reporter and may not be  
6 disclosed to anyone except as permitted under this Protective Order.

7 (g) the author or recipient of the document or the original source of the  
8 information.

### 9 **7.3 Filing of "CONFIDENTIAL" Information or Items with the Court**

10 Documents containing confidential information shall not be filed with the Court  
11 absent: (a) consent from the party designating the materials as confidential; or (b) the  
12 issuance of a sealing order from the Court addressing such confidential information. If the  
13 designating party does not consent, the party seeking to file documents containing  
14 confidential information with the Court shall file a motion or an application for an order  
15 sealing the document, pursuant to ~~Rule 2.551 of the California Rules of Court~~ Local Rule  
16 141.

### 17 **8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.**

18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
19 Protected Material to any person or in any circumstance not authorized under this Protective  
20 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of  
21 the unauthorized disclosures, (b) use its best efforts to retrieve all copies of the Protected  
22 Material, (c) inform the person or persons to whom unauthorized disclosures were made of  
23 all the terms of this Order, and (d) request such person or persons to execute an  
24 acknowledgment and agreement to be bound by this protective order.

### 25 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER** 26 **LITIGATION.**

27 If a Party is served with a subpoena or a court order issued in other litigation that  
28 compels disclosure of any information or items designated in this action as



1 “CONFIDENTIAL”, that Party must:

2 (a) promptly notify in writing the Designating Party. Such notification shall include  
3 a copy of the subpoena or court order;

4 (b) promptly notify in writing the party, who caused the subpoena or order, to  
5 issue in the other litigation that some or all of the material covered by the subpoena or order  
6 is subject to this Protective Order. Such notification shall include a copy of this Protective  
7 Order; and

8 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
9 the Designating Party whose Protected Material may be affected.<sup>1</sup>

10 If the Designating Party timely seeks a protective order, the Party served with the  
11 subpoena or court order shall not produce any information designated in this action as  
12 “CONFIDENTIAL” before a determination by the court from which the subpoena or order  
13 issued, unless the Party has obtained the Designating Party’s permission. The Designating  
14 Party shall bear the burden and expense of seeking protection in that court of its confidential  
15 material – and nothing in these provisions should be construed as authorizing or  
16 encouraging a Receiving Party in this action to disobey a lawful directive from another court.

17 **10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS**  
18 **LITIGATION.**

19 (a) The terms of this Order are applicable to information produced by a Non-Party  
20 in this action and designated as “CONFIDENTIAL”. Such information produced by Non-  
21 Parties in connection with this litigation is protected by the remedies and relief provided by  
22 this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from  
23 seeking additional protection.

24 (b) In the event that a Party is required, by a valid discovery request, to produce a  
25 Non-Party’s confidential information in its possession, and the Party is subject to an

26 \_\_\_\_\_  
27 <sup>1</sup> The purpose of imposing these duties is to alert the interested parties to the existence of this Protective  
28 Order and to afford the Designating Party in this case an opportunity to try to protect its confidentiality interests  
in the court from which the subpoena or order issued.

1 agreement with the Non-Party not to produce the Non-Party's confidential information, then  
2 the Party shall:

3 1. promptly notify in writing the Requesting Party and the Non-Party that  
4 some or all of the information requested is subject to a confidentiality agreement with a Non-  
5 Party;

6 2. promptly provide the Non-Party with a copy of the Protective Order in  
7 this litigation, the relevant discovery request(s), and a reasonably specific description of the  
8 information requested; and

9 3. make the information requested available for inspection by the Non-  
10 Party.

11 (c) If the Non-Party fails to object or seek a protective order from this court within  
12 fourteen (14) days of receiving the notice and accompanying information, the Receiving  
13 Party may produce the Non-Party's confidential information responsive to the discovery  
14 request. If the Non-Party timely seeks a protective order, the Receiving Party shall not  
15 produce any information in its possession or control that is subject to the confidentiality  
16 agreement with the Non-Party before a determination by the court.<sup>2</sup> Absent a court order to  
17 the contrary, the Non-Party shall bear the burden and expense of seeking protection in this  
18 Court of its Protected Material.

## 19 **11. FINAL DISPOSITION**

20 Unless otherwise ordered or agreed in writing by the Producing Party, within sixty  
21 (60) days after the final disposition of this action, each Receiving Party must return all  
22 Protected Material to the Producing Party. Alternatively, the Receiving Party may destroy  
23 some or all of the Protected Material instead of returning it. As used in this subdivision, "all  
24 Protected Material" includes all copies, abstracts, compilations, summaries or any other  
25 form of reproducing or capturing any of the Protected Material. Whether the Protected  
26 \_\_\_\_\_

27 <sup>2</sup> The purpose of this provision is to alert the interested parties to the existence of  
28 confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to protect its  
confidentiality interests in this Court.

1 Material is returned or destroyed, the Receiving Party must submit a written certification to  
2 the Producing Party (and, if not the same person or entity, to the Designating Party) by the  
3 60-day deadline that (1) identifies (by category, where appropriate) all the Protected  
4 Material that was returned or destroyed and (2) affirms that the Receiving Party has not  
5 retained any copies, abstracts, compilations, summaries or any other format reproducing or  
6 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled  
7 to retain an archival copy of all pleadings, motion papers, transcripts, legal memoranda,  
8 correspondence, deposition and trial exhibits, expert reports, attorney work product, and  
9 consultant and expert work product, even if such materials contain Protected Material. Any  
10 such archival copies that contain or constitute Protected Material remain subject to this  
11 Protective Order.

12 **12. MISCELLANEOUS**

13 **12.1 Right to Further Relief**

14 Nothing in this Order abridges the right of any person to seek its modification by the  
15 Court in the future.

16 **12.2 Right to Assert Other Objections**

17 By entering in to this Protective Order no Party waives any right it otherwise would  
18 have to object to disclosing or producing any information or item on any ground not  
19 addressed in this Protective Order. Similarly, no Party waives any right to object on any  
20 ground to use in evidence of any of the material covered by this Protective Order.  
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1 IT IS SO STIPULATED AND AGREED.

2  
3 Dated: March 10, 2015

SELVIN WRAITH HALMAN LLP

4 signature on original

5 By: \_\_\_\_\_

6 Gary R. Selvin  
7 Robin D. Korte  
8 Attorneys for Plaintiff  
9 PRAETORIAN INSURANCE COMPANY

10 Dated: March \_\_\_\_, 2015

MARSHAUN TATE and SHAUN TATE, by and  
through his Guardian ad Litem, KENNETH TATE

11 signature on original

12 By: \_\_\_\_\_

13 John D. Barr  
14 Estee Lewis  
15 Attorneys for Defendant  
16 MARSHAUN TATE and SHAUN TATE, by and  
17 through his Guardian ad Litem, KENNETH  
18 TATE

19 Dated: March \_\_\_\_, 2015

KAUFMAN LAW OFFICES

20 signature on original

21 By: \_\_\_\_\_

22 James J. Kaufman  
23 Attorney for Defendant  
24 A R BUSINESS GROUP, INC. dba U S TIRE &  
25 WHEEL

26 Dated: March \_\_\_\_, 2015

ROSENTHAL LAW

27 signature on original

28 By: \_\_\_\_\_

S. David Rosenthal  
Attorneys for Defendants  
ELISEO QUINTERO, SR. and  
AIDA QUINTERO

1 Dated: March 10, 2015

SNELL & WILMER L.L.P.

2  
3 By: /s/ Jonathan R. Murphy (as authorized on 3/10/2015)  
4 Daniel Rodman  
5 Jonathan R. Murphy  
6 Attorneys for Defendant  
7 FORD MOTOR COMPANY

8 Dated: March \_\_\_\_, 2015

LARSON, GARRICK & LIGHTFOOT, LLP

9 signature on original  
10 By: \_\_\_\_\_  
11 Arnold D. Larson  
12 Mary P. Lightfoot  
13 Attorneys for Defendant  
14 BRIDGESTONE AMERICAS, INC.

15 IT IS SO ORDERED.

16 DATED: March 16, 2015.

17   
18 EDMUND F. BRENNAN  
19 UNITED STATES MAGISTRATE JUDGE  
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