

1 K. Greg Peterson, Esq. (SBN: 118287)  
 2 LAW OFFICES OF K. GREG PETERSON  
 3 1716 L Street  
 4 Sacramento, California 95811  
 5 Telephone: (916) 443-3010  
 6 Facsimile: (916) 492-2680  
 7 Email: greg@kgregpeterson.com  
 8 Attorneys for Plaintiffs

9 Randy M. Marmor, Esq. (SBN: 074747)  
 10 SINNOTT, PUEBLA, CAMPAGNE & CURET, APLC  
 11 Two Embarcadero Center, Suite 1410  
 12 San Francisco, California 94111  
 13 Telephone: (415) 352-6200;  
 14 Facsimile: (415) 352-6224  
 15 Email: rmarmor@spcclaw.com  
 16 Attorneys for Defendant MARYLAND CASUALTY COMPANY

17 Bruce N. Telles, Esq. (SBN: 152080)  
 18 AIWASIAN & ASSOCIATES  
 19 725 S. Figueroa Street, Suite 1050  
 20 Los Angeles, CA 90017  
 21 Telephone: (213) 233-9650  
 22 Facsimile: (213) 233-9651  
 23 Email: bruce.telles@mclolaw.com  
 24 Attorneys for Defendant CENTURY INDEMNITY COMPANY

25  
 26 IN THE UNITED STATES DISTRICT COURT  
 27 FOR THE EASTERN DISTRICT OF CALIFORNIA

28	ELEANOR J. ANSELMO, et al.,	)	Case No.: 2:14-CV-00162-WBS-AC
		)	
	Plaintiffs,	)	STIPULATION RE: CONFIDENTIALITY
		)	OF DOCUMENTS AND INFORMATION
	vs.	)	AND FOR PROTECTIVE ORDER;
		)	PROTECTIVE ORDER
	MARYLAND CASUALTY COMPANY, et al.,	)	
		)	
	Defendants.	)	
		)	

29 The following is hereby stipulated and agreed to, by and between Plaintiffs,  
 30 ELEANOR J. ANSELMO, individually, and as Trustee under that certain document



1 entitled "The Albert A. and Eleanor J. Anselmo 1988 Revocable Trust" Dated February  
2 19, 1988, and as Successor-in-Interest to Albert A. Anselmo, Deceased; ROSALIE A.  
3 ANSELMO, individually and as Co-Trustee under that certain document entitled "The  
4 Edward A. Anselmo and Rosalie A. Anselmo 1992 Revocable Trust" Dated December  
5 21, 1992; KAREN L. LILIENTHAL, as Co-Trustee under that certain document entitled  
6 "The Edward A. Anselmo and Rosalie A. Anselmo 1992 Revocable Trust" Dated  
7 December 21, 1992; DAVE DAVELAAR , individually, and LINDA DAVELAAR,  
8 individually, and Defendants, MARYLAND CASUALTY COMPANY, a Maryland  
9 corporation; and CENTURY INDEMNITY COMPANY (as successor-in-interest to CCI  
10 Insurance Company, as successor-in-interest to Insurance Company of North America),  
11 a Pennsylvania corporation, and is entered into by and through their respective counsel.

12 1. This agreement ("Agreement" or "Protective Order") shall apply to the  
13 above-captioned matter ("Action") and shall have an effective date of April 28, 2014.

14 2. This Agreement shall bind the named parties and all attorneys, employees,  
15 consultants and representatives of the named parties, and any other person or entity  
16 who agrees to be bound by this Agreement (by executing a Certification in the form  
17 attached hereto as Exhibit "A").

18 3. This Agreement shall govern the disclosure and use in this action of  
19 CONFIDENTIAL documents and information designated as such in good faith and  
20 disclosed after this Protective Order's effective date, whether contained in documents  
21 and records voluntarily produced by any party prior to the onset of discovery in this  
22 action, deposition or other pretrial testimony in this Action, any order issued in this  
23 matter, deposition transcripts, deposition exhibits, interrogatory responses, admissions  
24 and any other information produced, given, or exchanged by and among the parties and  
25 any non-parties to this Action in connection with discovery in the Action or referenced in  
26 any pleadings filed in this action. Such information and documents shall hereinafter be  
27 referred to collectively as disclosed "Discovery Material"). All Discovery Material  
28 designated CONFIDENTIAL in accordance with the terms of this Agreement and

1 produced or exchanged in the course of this Action shall be used or disclosed solely for  
2 the purposes related to the prosecution and/or defense of this litigation, and in  
3 accordance with all of the provisions of this Agreement.

4 4. Any party producing Discovery Material may designate any Discovery  
5 Material as CONFIDENTIAL which such party, in good faith, believes to contain (a) non-  
6 public, confidential, attorney-client privileged, work-product privileged, proprietary,  
7 and/or financial privacy privileged information; and/or (b) information that should  
8 otherwise be subject to confidential treatment pursuant to applicable California law.

9 5. The parties hereto agree that Discovery Material designated  
10 CONFIDENTIAL may be disclosed or made available in whole or in part only to the  
11 following persons:

12 a. a named party, or corporate representatives, directors, officers,  
13 agents, and employees of a named party in this matter who have executed the  
14 Certification attached hereto as Exhibit "A";

15 b. outside counsel representing a named party in this matter, including  
16 members of their firms, associate attorneys, paralegals, secretarial staff, clerical  
17 and other regular and/or temporary employees, and service vendors of such  
18 counsel (including, but not limited to, translators, interpreters, outside copying  
19 services, graphic support services, document imaging services, and  
20 database/coding services);

21 c. during depositions, preparation for depositions, testimony in a  
22 pretrial hearing, and preparation for testimony in a pretrial hearing, a witness who  
23 is a current employee of the party that produced the applicable document(s) or  
24 who appears, based upon the document itself or other testimony, to have  
25 reviewed or prepared the document designated CONFIDENTIAL or to have  
26 participated in the specific event, transactions, discussions, or data reflected in  
27 the document, provided such witness executes a Certification attached hereto as  
28 Exhibit "A";

1           d.     a third party witness who appears, based upon the document itself  
2 or other testimony, to have reviewed or prepared the document designated  
3 CONFIDENTIAL or to have participated in the specific event, transactions,  
4 discussions, or data reflected in the document, provided said witness has  
5 executed a Certification attached hereto as Exhibit "A";

6           e.     Auditors or accountants of any party, should disclosure of any  
7 document designated CONFIDENTIAL to such auditors or accountants be  
8 required by law or otherwise be reasonable and necessary; and

9           f.     an expert or consultant who (i) is retained by outside counsel to  
10 assist with this matter, (ii) agrees not to use nor disclose such CONFIDENTIAL  
11 information in any other litigation or proceeding; and (iii) has executed a  
12 Certification attached hereto as EXHIBIT "A".

13         6.     This Protective Order has no effect upon, and shall not apply to, the  
14 parties' use of their own Discovery Material whether designated as CONFIDENTIAL for  
15 any purpose.

16         7.     This Protective Order has no effect upon, and shall not constitute a waiver  
17 of, the right of any named party to attend the deposition of any witness in this Action,  
18 except that to the extent any party attending a pre-trial deposition becomes aware of  
19 CONFIDENTIAL Discovery Material during the course of a deposition, all of the parties  
20 hereto and their counsel agree that all of the parties attending, or later receiving a  
21 transcript of, such a deposition shall be bound as a "receiving party" under the terms of  
22 this Protective Order.

23         8.     Any person, entity, or named party receiving CONFIDENTIAL Discovery  
24 Material that receives a request or subpoena for production or disclosure of  
25 CONFIDENTIAL Discovery Material shall promptly give written notice to the producing  
26 party, and all opposing named parties, if different from the producing party, identifying  
27 the Discovery Material sought and enclosing a copy of the subpoena or request.  
28 Provided that the producing party makes a timely objection, motion, or other application

1 for relief from the subpoena or other request in the appropriate manner and forum, the  
2 person, entity, or named party subject to the subpoena or other request shall not  
3 produce or disclose the requested Discovery Material without consent of the producing  
4 party or until ordered by a court of competent jurisdiction; however, the producing party  
5 shall be responsible for all attorneys' fees and costs incurred in regard to formally  
6 opposing any third party request or subpoena.

7 9. Counsel shall inform each person to whom they wish to disclose or give  
8 access to CONFIDENTIAL Discovery Material and who is authorized to receive such  
9 material of the terms of this Agreement, and counsel shall assume the responsibility for  
10 securing the obligation of that person to comply with each of its terms.

11 10. Counsel for any receiving party shall be responsible for maintaining a  
12 record of all signed Certifications (EXHIBIT "A") required by this Agreement. Such  
13 Certifications shall not be available for review by opposing counsel absent agreement of  
14 the parties or an order of the Court determining that there is a good faith basis to allow a  
15 review.

16 11. The designation of Discovery Material as CONFIDENTIAL for purposes of  
17 this Agreement shall be made in the following manner by any producing party as follows:

18 a. in the case of documents, discovery responses, and/or other  
19 materials of any kind (apart from depositions or other pretrial testimony): by  
20 affixing the legend "CONFIDENTIAL – Subject to Protective Order" as  
21 appropriate, to each page containing any Discovery Material determined to  
22 warrant such a designation, provided that the failure to designate a document as  
23 CONFIDENTIAL does not constitute a waiver of such claim, and a producing  
24 party may so designate a document after such document has been produced,  
25 with the effect that such document is subject to the protections of this Agreement  
26 on and after the date of its designation as "CONFIDENTIAL." The producing party  
27 may also designate a document or a group of documents as CONFIDENTIAL by  
28 identifying the Bates stamp numbers of such documents that warrant the

1 designation in writing to all other parties at the time the documents are produced;  
2 and

3 b. in the case of depositions or other pretrial testimony: (i) by a  
4 statement on the record, by counsel for the producing party, at the time of such  
5 disclosure, identifying certain portions of the testimony and any documents  
6 reviewed as CONFIDENTIAL with such portions then being marked appropriately  
7 by the court reporter; or (ii) by written notice of the specific pages, sent by such  
8 counsel to all parties within ten (10) business days after the transcript of the  
9 testimony is received; and in both of the foregoing instances, directing the court  
10 reporter to affix the appropriate confidential legend to the first page and all  
11 portions of the original and all copies of the transcript containing the  
12 CONFIDENTIAL Discovery Material. The parties may modify this procedure for  
13 any particular deposition, through agreement on the record at such deposition,  
14 without further order of the Court.

15 12. If any Discovery Material designated as CONFIDENTIAL is sought to be  
16 used in any court proceeding, the party attempting to use said materials shall see that  
17 said materials are submitted to the Court consistent with the procedures for sealing filed  
18 documents from public disclosure and/or access as set forth under United States District  
19 Court, Eastern District of California, Local Rules, Rule 141 and as set forth in this  
20 Agreement.

21 13. If any brief, memorandum, motion, letter, affidavit, or other document filed  
22 with the Court (such information shall hereinafter be referred to collectively as "Filings")  
23 is submitted to the Court containing Discovery Material which has been designated as  
24 CONFIDENTIAL pursuant to this Agreement, the parties shall comply with all applicable  
25 rules that govern the sealing of only those sections of Filings that the designating party  
26 believes, in good faith, should be sealed for good cause.

27 14. Any Filings containing CONFIDENTIAL Discovery Material to be filed with  
28 the Court may only be lodged in conjunction with a motion or application to seal said

1 materials in accordance with the procedures set forth under the United States District  
2 Court Eastern District of California, Local Rules, Rule 141, and if said Court grants an  
3 order sealing said materials shall bear a statement substantially in the following form:

4 **CONFIDENTIAL**

5 **FILED UNDER SEAL PURSUANT TO A PROTECTIVE ORDER DATED \_\_\_\_\_,**  
6 **2014, GOVERNING CONFIDENTIALITY OF DOCUMENTS AND INFORMATION**  
**OBTAINED OR UTILIZED DURING THE COURSE OF THE LITIGATION.**

7 **THIS ENVELOPE IS NOT TO BE OPENED AND THE CONTENTS THEREOF SHALL**  
8 **NOT BE DISPLAYED OR REVEALED EXCEPT BY OR TO QUALIFIED PERSONS**  
**OR BY COURT ORDER.**

9 15. In the event the Court denies a request to seal any portion of any Filing  
10 containing CONFIDENTIAL Discovery Material, based on its ruling on the merits that  
11 such Discovery Material contains no actual confidential or otherwise privileged  
12 information, the designating party shall have the right to challenge said ruling within **five**  
13 **(5)** court days of such denial. In the event of any such challenge to the Court's refusal to  
14 seal the Discovery Material in question, said materials shall continue to be treated as  
15 CONFIDENTIAL during the five (5) day period and during the period that the challenge  
16 in question is pending before the Court. If the designating party does not challenge the  
17 ruling within this time, or the Court denies the challenge of the designating party, the  
18 non-designating party may submit the subject Discovery Material with any Filing, or file  
19 or submit the subject Discovery Material to the Court without seal.

20 16. Nothing in this Agreement shall be construed in any way as a finding that  
21 Discovery Material designated CONFIDENTIAL actually is or contains CONFIDENTIAL  
22 information. Any named party may object, in writing, to the designation by another party,  
23 including those of third parties, by specifying the information at issue and its grounds for  
24 questioning the designation. A named party shall not be obligated to challenge the  
25 propriety of a designation at the time made, and a failure to do so shall not preclude any  
26 subsequent challenge. In the event that any named party to this Action disagrees at any  
27 point in these proceedings with the designation by the producing party, the parties shall  
28 try first to dispose of such dispute in good faith on an informal basis. If the dispute

1 cannot be resolved, the named party challenging the designation may file a motion to  
2 compel within twenty-one (21) days after informal attempts at resolution have concluded  
3 by an unequivocal statement in writing by counsel for any party that no informal  
4 resolution can be reached and that Court intervention is necessary. The information,  
5 documents or materials shall continue to receive the protection of their designation until  
6 the Court rules on the motion. The party designating the information CONFIDENTIAL  
7 shall have the burden of demonstrating the propriety of its designation. All parties to this  
8 Protective Order agree to an in-camera review of the Discovery Material and/or an off  
9 the record, in-chambers conference with the Court to allow the Court to determine the  
10 propriety of the CONFIDENTIAL designation of the Discovery Material.

11 17. The inadvertent or mistaken disclosure by a producing party of  
12 undesignated or improperly designated CONFIDENTIAL Discovery Material shall not  
13 constitute a waiver of any claim of confidentiality, provided that the producing party  
14 notifies the receiving party in writing of such inadvertent or mistaken disclosure and  
15 provides re-designated documents to the receiving party within thirty (30) days of such  
16 notice. Upon receipt of properly re-designated documents, the receiving party shall  
17 return or confirm the destruction of all unmarked or incorrectly designated documents  
18 and other materials to the producing party within five (5) business days. The receiving  
19 party shall not retain copies thereof and shall treat information contained in said  
20 documents and materials and any summaries or notes thereof as appropriately marked  
21 pursuant to the producing party's notice.

22 18. Should any CONFIDENTIAL Discovery Material be disclosed, through  
23 inadvertence or otherwise, by a receiving party to any person, entity, or party not  
24 authorized under this Agreement, then the receiving party shall: (a) immediately notify  
25 the producing party; (b) use its best efforts to obtain the return of any such  
26 CONFIDENTIAL information and to bind such person to the terms of this Agreement; (c)  
27 within five (5) business days of the discovery of such disclosure, inform such person of  
28 all provisions of this Agreement and identify such person, entity, or party to the originally



1 producing party; and (d) request such person or party to sign the Certification attached  
2 hereto as EXHIBIT "A". The executed Certification shall be served upon counsel for the  
3 producing party within ten (10) business days of its execution by the person, entity, or  
4 party to whom the CONFIDENTIAL information was inadvertently disclosed. Nothing in  
5 this paragraph is intended to limit the remedies that the producing party may pursue for  
6 breach of this Agreement.

7 19. The terms and conditions of this Stipulation and Protective Order shall,  
8 absent written permission of the producing party or further order of the Court, continue to  
9 be binding on the parties and their counsel throughout and after the conclusion of the  
10 Action for a period of twenty-five (25) years from the effective date, including without  
11 limitation any appeals therefrom.

12 20. Any party seeking enforcement of this Agreement against any other party  
13 may petition the Court by properly noticed motion, and the prevailing party shall be  
14 entitled to an award of its attorneys' fees and costs.

15 IT IS SO STIPULATED.

16

17 Dated: April 28, 2014

LAW OFFICES OF K. GREG PETERSON

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19

By: /s/ K. Greg Peterson

Greg Peterson, Esq.

Attorney for Plaintiffs

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21

22 Dated: May 6, 2014

SINNOTT, PUEBLA, CAMPAGNE &  
CURET, APLC

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By: /s/ Randy M. Marmor

Randy N. Marmor, Esq.

Attorneys for Defendant MARYLAND  
CASUALTY COMPANY

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Dated: May 1, 2014

AIWASIAN & ASSOCIATES

By: /s/ Bruce N. Telles  
Bruce N. Telles, Esq.  
Attorneys for Defendant CENTURY  
INDEMNITY COMPANY (as successor-in-  
interest to CCI Insurance Company, as  
successor-in-interest to Insurance Company of  
North America)



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**ORDER**

The parties having stipulated to the foregoing Protective Order and good cause appearing,

IT IS SO ORDERED.

DATED: May 12, 2014

  
\_\_\_\_\_  
ALLISON CLAIRE  
UNITED STATES MAGISTRATE JUDGE

1 **CERTIFICATION – EXHIBIT “A”**

2 I hereby certify that I have read the attached Stipulated Protective Order for the  
3 matter entitled *ELEANOR J. ANSELMO, et al. vs. MARYLAND CASUALTY COMPANY,*  
4 *et al.*, United States District Court, Eastern District of California, Case No. 2:14-CV-  
5 00162-WBS-AC, and I agree that I will not reveal CONFIDENTIAL information and  
6 documents (“Discovery Material”) to, or discuss such with, any person who is not entitled  
7 to receive CONFIDENTIAL information and documents in accordance with the  
8 Stipulated Protective Order, and that I will use and rely upon CONFIDENTIAL  
9 information and documents in accordance with this Stipulated Protective Order. I agree  
10 that the United States District Court, Eastern District of California, has jurisdiction to  
11 enforce the terms of the Stipulated Protective Order, and I consent to jurisdiction of the  
12 United States District Court, Eastern District of California, over my person and the  
13 Company, if any, listed below for that purpose. I will otherwise be bound by the  
14 provisions of the Stipulated Protective Order, whose terms shall be deemed fully  
15 incorporated herein.

16  
17 I HEREBY AGREE TO THE ABOVE-REFERENCED PROVISIONS.

18  
19 Dated: \_\_\_\_\_

\_\_\_\_\_  
[Signature]

20  
21 \_\_\_\_\_  
[Print Name]

22  
23 \_\_\_\_\_  
[The Company]

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25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 [Address]

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