

1 **Salar Atrizadeh, Esq. (SBN: 255659)**  
 LAW OFFICES OF SALAR ATRIZADEH  
 2 9701 Wilshire Blvd., 10<sup>th</sup> Floor  
 Beverly Hills, CA 90212  
 Telephone: 310-694-3034  
 3 Facsimile: 310-694-3057  
 Email: [salar@atrizadeh.com](mailto:salar@atrizadeh.com)

4 Attorneys for Plaintiff  
 5 BAJA INSURANCE SERVICES, INC.

6 **Francis Torrence, Esq. (SBN: 154653)**  
 WILSON ELSEER MOSKOWITZ EDELMAN & DICKER, LLP  
 7 525 Market Street, 17<sup>th</sup> Floor  
 San Francisco, CA 94105-2725  
 Telephone: 415-433-0990  
 8 Facsimile: 415-434-1370  
 Email: [francis.torrence@wilsonelser.com](mailto:francis.torrence@wilsonelser.com)

9 Attorneys for Defendant  
 10 SHANZE ENTERPRISES, INC.

11 **UNITED STATES DISTRICT COURT**  
 12 **EASTERN DISTRICT OF CALIFORNIA**  
 13

14 BAJA INSURANCE SERVICES, INC., a  
 California corporation,

15 Plaintiff,

16 v.

17 SHANZE ENTERPRISES, INC. d/b/a  
 18 BAJA AUTO INSURANCE, and DOES 1  
 to 10,

19 Defendants.  
 20

Case No. 2:14-cv-02423-KJM-AC

*Judge Kimberly J. Mueller*

JOINT STIPULATED PROTECTIVE ORDER  
 FOR LITIGATION INVOLVING HIGHLY  
 SENSITIVE CONFIDENTIAL INFORMATION  
 AND/OR TRADE SECRETS

1 1. PURPOSES AND LIMITATIONS

2 The disclosure and discovery activity in this action are likely to involve production of  
3 confidential, proprietary, or private information for which special protection from public disclosure and  
4 from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the  
5 parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The  
6 parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to  
7 discovery and that the protection it affords from public disclosure and use extends only to the limited  
8 information or items that are entitled to confidential treatment under the applicable legal principles. The  
9 parties further acknowledge, as set forth in Section 14.4, below, that this Stipulated Protective Order does  
10 not entitle them to file confidential information under seal; Local Rules 140-141.1 set forth the procedures  
11 that must be followed and the standards that will be applied when a party seeks permission from the court  
12 to file material under seal.

12 2. DEFINITIONS

13 2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or  
14 items under this Order.

15 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated,  
16 stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure  
17 26(c).

18 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as  
19 their support staff).

20 2.4 Designated House Counsel: House Counsel who seek access to “HIGHLY  
21 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information in this matter.

22 2.5 Designating Party: a Party or Non-Party that designates information or items that it  
23 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY  
24 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

25 2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or  
26 manner in which it is generated, stored, or maintained (including, among other things, testimony,  
27 transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in

1 this matter.

2 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the  
3 litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as a  
4 consultant in this action, (2) is not a past or current employee of a Party or of a Party's competitor, and (3)  
5 at the time of retention, is not anticipated to become an employee of a Party or of a Party's competitor.

6 2.8 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or Items:  
7 extremely sensitive "Confidential Information or Items," disclosure of which to another Party or Non-  
8 Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

9 2.9 Not Applicable.

10 2.10 House Counsel: attorneys who are employees of a party to this action. House Counsel  
11 does not include Outside Counsel of Record or any other outside counsel.

12 2.11 Non-Party: any natural person, partnership, corporation, association, or other legal entity  
13 not named as a Party to this action.

14 2.12 Outside Counsel of Record: attorneys who are not employees of a party to this action, but  
15 are retained to represent or advise a party to this action and have appeared in this action on behalf of that  
16 party or are affiliated with a law firm, which has appeared on behalf of that party.

17 2.13 Party: any party to this action, including, but not limited to, all of its officers, directors,  
18 employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

19 2.14 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in  
20 this action.

21 2.15 Professional Vendors: persons or entities that provide litigation support services (e.g.,  
22 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or  
23 retrieving data in any form or medium) and their employees and subcontractors.

24 2.16 Protected Material: any Disclosure or Discovery Material that is designated as  
"CONFIDENTIAL," or as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

2.17 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing  
Party.

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only Protected Material (as  
3 defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies,  
4 excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or  
5 presentations by Parties or their Counsel that might reveal Protected Material. However, the protections  
6 conferred by this Stipulation and Order do not cover the following information: (a) any information that is  
7 in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain  
8 after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order,  
9 including becoming part of the public record through trial or otherwise; and (b) any information known to  
10 the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a  
11 source who obtained the information lawfully and under no obligation of confidentiality to the  
12 Designating Party. Any use of Protected Material at trial shall be governed by a separate agreement or  
13 order.

13 4. DURATION

14 Even after final disposition of this litigation, the confidentiality obligations imposed by this Order  
15 shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise  
16 directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this  
17 action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all  
18 appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any  
19 motions or applications for extension of time pursuant to applicable law.

19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-  
21 Party that designates information or items for protection under this Order must take care to limit any such  
22 designation to specific material that qualifies under the appropriate standards. To the extent it is practical  
23 to do so, the Designating Party must designate for protection only those parts of material, documents,  
24 items, oral and/or written communications that qualify – so that other portions of the material, documents,  
items, or communications for which protection is not warranted are not swept unjustifiably within the

1 ambit of this Order.

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

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

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

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic documents, but  
16 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix  
17 the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each  
18 page that contains protected material. If only a portion or portions of the material on a page qualifies for  
19 protection, the Producing Party also must clearly identify the protected portions (e.g., by making  
20 appropriate markings in the margins) and must specify, for each portion, the level of protection being  
21 asserted.

22 A Party or Non-Party that makes original documents or materials available for inspection need  
23 not designate them for protection until after the inspecting Party has indicated which material it would  
24 like copied and produced. During the inspection and before the designation, all of the material made  
available for inspection shall be deemed "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."  
After the inspecting Party has identified the documents it wants copied and produced, the Producing Party  
must determine which documents, or portions thereof, qualify for protection under this Order. Then,  
before producing the specified documents, the Producing Party must affix the appropriate legend

1 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that  
2 contains Protected Material. If only a portion or portions of the material on a page qualifies for protection,  
3 the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
4 markings in the margins) and must specify, for each portion, the level of protection being asserted.

5 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the  
6 Designating Party identify on the record, before the close of the deposition, hearing, or other proceeding,  
7 all protected testimony and specify the level of protection being asserted. When it is impractical to  
8 identify separately each portion of testimony that is entitled to protection and it appears that substantial  
9 portions of the testimony may qualify for protection, the Designating Party may invoke on the record  
10 (before the deposition, hearing, or other proceeding is concluded) a right to have up to 40 days to identify  
11 (after receipt of the transcript) the specific portions of the testimony as to which protection is sought and  
12 to specify the level of protection being asserted. Only those portions of the testimony that are  
13 appropriately designated for protection within the 40 days shall be covered by the provisions of this  
14 Stipulated Protective Order. Alternatively, a Designating Party may specify, at the deposition or up to 40  
15 days afterwards if that period is properly invoked, that the entire transcript shall be treated as  
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

17 Parties shall give the other parties notice if they reasonably expect a deposition, hearing, or other  
18 proceeding to include Protected Material, so that the other parties can ensure that only authorized  
19 individuals who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present  
20 at those proceedings. The use of a document as an exhibit at a deposition shall not in any way affect its  
21 designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

22 Transcripts containing Protected Material shall have an obvious legend on the title page that the  
23 transcript contains Protected Material, and the title page shall be followed by a list of all pages (including  
24 line numbers as appropriate) that have been designated as Protected Material and the level of protection  
being asserted by the Designating Party. The Designating Party shall inform the court reporter of these  
requirements. Any transcript that is prepared before the expiration of a 21-day period for designation  
shall be treated during that period as if it had been designated “HIGHLY CONFIDENTIAL –  
ATTORNEYS’ EYES ONLY” in its entirety unless otherwise agreed. After the expiration of that period,

1 the transcript shall be treated only as actually designated.

2 (c) for information produced in some form other than documentary and for any other  
3 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or  
4 containers in which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY  
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information or  
6 item warrant protection, the Producing Party, to the extent practicable, shall identify the protected  
7 portion(s) and specify the level of protection being asserted.

8 5.3 Inadvertent Failure to Designate. If timely corrected, an inadvertent failure to designate  
9 qualified information or items does not, standing alone, waive the Designating Party’s right to secure  
10 protection under this Order for such material. Upon timely correction of a designation, the Receiving  
11 Party must make reasonable efforts to assure that the material is treated in accordance with the provisions  
12 of this Order.

## 13 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

14 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
15 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality  
16 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a  
17 significant disruption or delay of the litigation, a Party does not waive its right to challenge a  
18 confidentiality designation by electing not to mount a challenge promptly after the original designation is  
19 disclosed.

20 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by  
21 providing written notice of each designation it is challenging and describing the basis for each challenge.  
22 To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the  
23 challenge to confidentiality is being made in accordance with this specific paragraph of the Protective  
24 Order. The parties shall attempt to resolve each challenge in good faith and must begin the process by  
conferring directly (in voice to voice dialogue (unless a party cannot be contacted); other forms of  
communication are not sufficient) within 14 days of the date of service of notice. In conferring, the  
Challenging Party must explain the basis for its belief that the confidentiality designation was not proper

1 and must give the Designating Party an opportunity to review the designated material, to reconsider the  
2 circumstances, and, if no change in designation is offered, to explain the basis for the chosen designation.  
3 A Challenging Party may proceed to the next stage of the challenge process only if it has engaged in this  
4 meet and confer process first or establishes that the Designating Party is unwilling to participate in the  
5 meet and confer process in a timely manner.

6           6.3     Judicial Intervention. If the Parties cannot resolve a challenge without court intervention,  
7 the Designating Party shall file and serve a motion to retain confidentiality under Local Rules 140-141.1,  
8 251 (and in compliance with Rules 5.2, 26, 37 of the Federal Rules of Civil Procedure, if applicable)  
9 within the later of thirty (30) days of the initial notice of challenge or within thirty (30) days of the parties  
10 agreeing that the meet and confer process will not resolve their dispute, whichever is earlier. Each such  
11 motion must be accompanied by a competent declaration affirming that the movant has complied with the  
12 meet and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to  
13 make such a motion including the required declaration within 30 days (or 30 days, if applicable) shall  
14 automatically waive the confidentiality designation for each challenged designation. In addition, the  
15 Challenging Party may file a motion challenging a confidentiality designation at any time if there is good  
16 cause for doing so, including a challenge to the designation of a deposition transcript or any portions  
17 thereof. Any motion brought pursuant to this provision must be accompanied by a competent declaration  
18 affirming that the movant has complied with the meet and confer requirements imposed by the preceding  
19 paragraph.

20           The burden of persuasion in any such challenge proceeding shall be on the Designating Party.  
21 Frivolous challenges and those made for an improper purpose (e.g., to harass or impose unnecessary  
22 expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the  
23 Designating Party has waived the confidentiality designation by failing to file a motion to retain  
24 confidentiality as described above, all parties shall continue to afford the material in question the level of  
protection to which it is entitled under the Producing Party's designation until the court rules on the  
challenge.



1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. Receiving Party may use Protected Material that is disclosed or  
3 produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending,  
4 or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of  
5 persons and under the conditions described in this Order. When the litigation has been terminated, a  
6 Receiving Party must comply with the provisions of section 15 below (FINAL DISPOSITION).

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

9 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the  
10 court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or  
11 item designated "CONFIDENTIAL" only to:

12 (a) Receiving Party's Outside Counsel of Record in this action, as well as employees of  
13 said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this  
14 litigation and who have signed the "Acknowledgment and Agreement to Be Bound" that is attached  
15 hereto as Exhibit A;

16 (b) Officers, directors, and employees (e.g., House Counsel) of the Receiving Party to  
17 whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment  
18 and Agreement to Be Bound" (Exhibit A);

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

22 (d) Court and its personnel;

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

(f) During their depositions, witnesses in the action to whom disclosure is reasonably  
necessary and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless  
otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition

1 testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court  
2 reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

3 (g) Author or recipient of a document containing the information or a custodian or other  
4 person who otherwise possessed or knew the information.

5 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information  
6 or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a  
7 Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL –  
8 ATTORNEYS’ EYES ONLY” only to:

9 (a) Receiving Party’s Outside Counsel of Record in this action, as well as employees of  
10 said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this  
11 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is attached  
12 hereto as Exhibit A;

13 (b) Designated House Counsel of the Receiving Party (1) who has no involvement in  
14 competitive decision-making, (2) to whom disclosure is reasonably necessary for this litigation, (3) who  
15 has signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (4) as to whom the  
16 procedures set forth in paragraph 7.4(a)(1), below, have been followed];

17 (c) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this  
18 litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (3)  
19 as to whom the procedures set forth in paragraph 7.4(a)(2), below, have been followed];

20 (d) Court and its personnel;

21 (e) Court reporters and their staff, professional jury or trial consultants, and Professional  
22 Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the  
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

24 (f) Author or recipient of a document containing the information or a custodian or other  
person who otherwise possessed or knew the information.

7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY CONFIDENTIAL –  
ATTORNEYS’ EYES ONLY”

(a)(1) Unless otherwise ordered by the court or agreed to in writing by the Designating

1 Party, a Party that seeks to disclose to Designated House Counsel any information or item that has been  
2 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(b)  
3 first must make a written request to the Designating Party that (1) sets forth the full name of the  
4 Designated House Counsel and the city and state of his or her residence, and (2) describes the Designated  
5 House Counsel’s current and reasonably foreseeable future primary job duties and responsibilities in  
6 sufficient detail to determine if House Counsel is involved, or may become involved, in any competitive  
7 decision-making.

7 (a)(2) Unless otherwise ordered by the court or agreed to in writing by the Designating  
8 Party, a Party that seeks to disclose to an Expert (as defined in this Order) any information or item that  
9 has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to  
10 paragraph 7.3(c) first must make a written request to the Designating Party that (1) identifies the general  
11 categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information that the  
12 Receiving Party seeks permission to disclose to the Expert, (2) sets forth the full name of the Expert and  
13 the city and state of his or her primary residence, (3) attaches a copy of the Expert’s current resume, (4)  
14 identifies the Expert’s current employer(s), (5) identifies each person or entity from whom the Expert has  
15 received compensation or funding for work in his or her areas of expertise or to whom the expert has  
16 provided professional services, including in connection with a litigation, at any time during the preceding  
17 five years, and (6) identifies (by name and number of the case, filing date, and location of court) any  
18 litigation in connection with which the Expert has offered expert testimony, including through a  
19 declaration, report, or testimony at a deposition or trial, during the preceding five years.

18 (b) A Party that makes a request and provides the information specified in the preceding  
19 respective paragraphs may disclose the subject Protected Material to the identified Designated House  
20 Counsel or Expert unless, within 14 days of delivering the request, the Party receives a written objection  
21 from the Designating Party. Any such objection must set forth in detail the grounds on which it is based.

22 (c) A Party that receives a timely written objection must meet and confer with the  
23 Designating Party (through direct voice to voice dialogue) to try to resolve the matter by agreement  
24 within seven days of the written objection. If no agreement is reached, the Party seeking to make the  
disclosure to Designated House Counsel or the Expert may file a motion as provided in the Local Rules

1 (and in compliance with Local Rules 140-141.1, if applicable) seeking permission from the court to do so.  
2 Any such motion must describe the circumstances with specificity, set forth in detail the reasons why the  
3 disclosure to Designated House Counsel or the Expert is reasonably necessary, assess the risk of harm  
4 that the disclosure would entail, and suggest any additional means that could be used to reduce that risk.  
5 In addition, any such motion must be accompanied by a competent declaration describing the parties'  
6 efforts to resolve the matter by agreement (i.e., the extent and the content of the meet and confer  
7 discussions) and setting forth the reasons advanced by the Designating Party for its refusal to approve the  
8 disclosure.

9 In any such proceeding, the Party opposing disclosure to Designated House Counsel or the Expert  
10 shall bear the burden of proving that the risk of harm that the disclosure would entail (under the  
11 safeguards proposed) outweighs the Receiving Party's need to disclose the Protected Material to its  
12 Designated House Counsel or Expert.

13 8. Not Applicable.

14 9. Not Applicable.

15 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
16 LITIGATION

17 If a Party is served with a subpoena or a court order issued in other litigation that compels  
18 disclosure of any information or items designated in this action as "CONFIDENTIAL" or "HIGHLY  
19 CONFIDENTIAL – ATTORNEYS' EYES ONLY" that Party must:

20 (a) Promptly notify in writing the Designating Party. Such notification shall include a  
21 copy of the subpoena or court order;

22 (b) Promptly notify in writing the party who caused the subpoena or order to issue in the  
23 other litigation that some or all of the material covered by the subpoena or order is subject to this  
24 Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) Cooperate with respect to all reasonable procedures sought to be pursued by the  
Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the  
subpoena or court order shall not produce any information designated in this action as

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a  
2 determination by the court from which the subpoena or order issued, unless the Party has obtained the  
3 Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking  
4 protection in that court of its confidential material – and nothing in these provisions should be construed  
5 as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another  
6 court.

7 11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS  
8 LITIGATION

9 (a) The terms of this Order are applicable to information produced by a Non-Party in  
10 this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
11 EYES ONLY”. Such information produced by Non-Parties in connection with this litigation is protected  
12 by the remedies and relief provided by this Order. Nothing in these provisions should be construed as  
13 prohibiting a Non-Party from seeking additional protections.

14 (b) In the event that a Party is required, by a valid discovery request, to produce a  
15 Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the  
16 Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

- 17 1. Promptly notify in writing the Requesting Party and the Non-Party that some or  
18 all of the information requested is subject to a confidentiality agreement with a Non-Party;
- 19 2. Promptly provide the Non-Party with a copy of the Stipulated Protective Order in  
20 this litigation, the relevant discovery request(s), and a reasonably specific description of the information  
21 requested; and
- 22 3. Make the information requested available for inspection by the Non-Party.

23 (c) If the Non-Party fails to object or seek a protective order from this court within  
24 14 days of receiving the notice and accompanying information, the Receiving Party may produce the  
Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a  
protective order, the Receiving Party shall not produce any information in its possession or control that is  
subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent  
a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this

1 court of its Protected Material.

2 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

3 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material  
4 to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving  
5 Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b)  
6 use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
7 persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such  
8 person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto  
9 as Exhibit A.

10 13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
11 MATERIAL

12 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced  
13 material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are  
14 those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
15 whatever procedure may be established in an e-discovery order that provides for production without prior  
16 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an  
17 agreement on the effect of disclosure of a communication or information covered by the attorney-client  
18 privilege or work product protection, the parties may incorporate their agreement in the stipulated  
19 protective order submitted to the court.

20 14. MISCELLANEOUS

21 14.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its  
22 modification by the Court in the future.

23 14.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no  
24 Party waives any right it otherwise would have to object to disclosing or producing any information or  
item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right  
to object on any ground to use in evidence of any of the material covered by 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

14.3 Not Applicable.

14.4 Filing Protected Material. Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this action any Protected Material. Any Party that seeks to file under seal any Protected Material must comply with Local Rules 140-141.1 and/or Rules 5.2 or 26 of the Federal Rules of Civil Procedure, if applicable. The Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant to Local Rules 140-141.1, a sealing order will issue only upon a request establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant to Local Rules 140-141.1 (and/or Rules 5.2 or 26 of the Federal Rules of Civil Procedure) is denied by the Court, then the Receiving Party may file the Protected Material in the public record pursuant to the applicable local rules (e.g., L.R. 140-141.1) unless otherwise instructed by the Court.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**





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

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_, of \_\_\_\_\_ [print or type full address],  
declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective  
Order that was issued by the United States District Court for the Eastern District of California on  
\_\_\_\_\_, 2015, in **Baja Insurance Services, Inc. v. Shanze Enterprises, Inc., et al., Case No.**  
**2:14-cv-02423-KJM-AC.**

I hereby agree to comply with and to be bound by all the terms of this Stipulated Protective Order  
and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment  
in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or  
item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance  
with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Eastern  
District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if  
such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ of \_\_\_\_\_  
[print or type full address and telephone number] as my California agent for service of process in  
connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: November \_\_, 2015

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_