

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

CYNTHIA ELLERING,

Plaintiff,

vs.

RELIASTAR LIFE INSURANCE
COMPANY,

Defendant.

Case No. 2:17-CV-00416-KJM-GGH

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

Judge: Hon. Gregory G. Hollows

Pursuant to the stipulation of plaintiff CYNTHIA ELLERING (“Plaintiff”) and defendant RELIASTAR LIFE INSURANCE COMPANY (“ReliaStar”), by and through their counsel of record, IT IS HEREBY STIPULATED as follows:

1. A. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery

1 and that the protection it affords from public disclosure and use extends only to the
2 limited information or items that are entitled under the applicable legal principles to
3 treatment as confidential. The parties further acknowledge, as set forth in Section
4 12.3, below, that this Stipulated Protective Order does not entitle them to file
5 confidential information under seal; Local Rule 141 sets forth the procedures that
6 must be followed and the standards that will be applied when a party seeks
7 permission from the court to file material under seal.

8 **B. GOOD CAUSE STATEMENT**

9 This action is likely to involve valuable commercial, financial, trade secrets,
10 valuable research, development, technical and/or proprietary information for which
11 special protection from public disclosure and from use for any purpose other than
12 prosecution of this action is warranted. Such confidential and proprietary materials
13 and information consist of, among other things, confidential business or financial
14 information, information regarding confidential business practices, or other
15 confidential research, development, or commercial information (including
16 information implicating privacy rights of third parties), information otherwise
17 generally unavailable to the public, or which may be privileged or otherwise
18 protected from disclosure under state or federal statutes, court rules, case decisions,
19 or common law. Accordingly, to expedite the flow of information, to facilitate the
20 prompt resolution of disputes over confidentiality of discovery materials, to
21 adequately protect information the parties are entitled to keep confidential, to ensure
22 that the parties are permitted reasonable necessary uses of such material in
23 preparation for and in the conduct of trial, to address their handling at the end of the
24 litigation, and serve the ends of justice, a protective order for such information is
25 justified in this matter. It is the intent of the parties that information will not be
26 designated as confidential for tactical reasons and that nothing be so designated
27 without a good faith belief that it has been maintained in a confidential, non-public
28

manner, and there is good cause why it should not be part of the public record of this case.

2. DEFINITIONS

2.1 Action: *Ellering v. ReliaStar Life Insurance Company*, Case No. 2:17-cv-00416-KJM-GGH

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

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY” Information or Items: extremely sensitive “Confidential Information or Items” whose disclosure to another Party or nonparty would create a substantial risk of serious injury that could not be avoided by less restrictive means.

2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.6 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEY’S EYES ONLY.”

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

2.8 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

1 2.9 House Counsel: attorneys who are employees of a party to this Action.
2 House Counsel does not include Outside Counsel of Record or any other outside
3 counsel.

4 2.10 Non-Party: any natural person, partnership, corporation, association, or
5 other legal entity not named as a Party to this action

6 2.11 Outside Counsel of Record: attorneys who are not employees of a party to
7 this Action but are retained to represent or advise a party to this Action and have
8 appeared in this Action on behalf of that party or are affiliated with a law firm which
9 has appeared on behalf of that party, and includes support staff.

10 2.12 Party: any party to this Action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 support staffs).

13 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
14 Discovery Material in this Action.

15 2.14 Professional Vendors: persons or entities that provide litigation support
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)
18 and their employees and subcontractors.

19 2.15 Protected Material: any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEY’S
21 EYES ONLY.”

22 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
23 from a Producing Party.

24 **3. SCOPE**

25 The protections conferred by this Stipulation and Order cover not only
26 Protected Material (as defined above), but also (1) any information copied or
27 extracted from Protected Material; (2) all copies, excerpts, summaries, or
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1 compilations of Protected Material; and (3) any testimony, conversations, or
2 presentations by Parties or their Counsel that might reveal Protected Material.

3 Pursuant to Local Rule 141.1(b)(2), any use of Protected Material at trial shall
4 be governed by a separate agreement or order.

5 **4. DURATION**

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

14 **5. DESIGNATING PROTECTED MATERIAL**

15 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

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

23 Mass, indiscriminate, or routinized designations are prohibited. Designations
24 that are shown to be clearly unjustified or that have been made for an improper
25 purpose (e.g., to unnecessarily encumber the case development process or to impose
26 unnecessary expenses and burdens on other parties) may expose the Designating
27 Party to sanctions as permitted under applicable court rules, statutes and case law.

1 If it comes to a Party's or a non-party's attention that information or items that
2 it designated for protection do not qualify for protection at all, or do not qualify for
3 the level of protection initially asserted, that Party or non-party must promptly notify
4 all other Parties that it is withdrawing the mistaken designation.

5 5.2 Manner and Timing of Designations. Except as otherwise provided in
6 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
7 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
8 under this Order must be clearly so designated before the material is disclosed or
9 produced.

10 Designation in conformity with this Order requires:

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

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

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

9 (b) for testimony given in deposition or in other pretrial or trial
10 proceedings, that the Party or non-party offering or sponsoring the testimony identify
11 on the record, before the close of the deposition, hearing, or other proceeding, all
12 protected testimony, and further specify any portions of the testimony that qualify as
13 “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES ONLY.” When it is
14 impractical to identify separately each portion of testimony that is entitled to
15 protection, and when it appears that substantial portions of the testimony may qualify
16 for protection, the Party or non-party that sponsors, offers, or gives the testimony
17 may invoke on the record (before the deposition or proceeding is concluded) a right
18 to have up to 20 days after receipt of transcripts from the court reporter to identify
19 the specific portions of the testimony as to which protection is sought and to specify
20 the level of protection being asserted (“CONFIDENTIAL” or “HIGHLY
21 CONFIDENTIAL — ATTORNEYS’ EYES ONLY”). Only those portions of the
22 testimony that are appropriately designated for protection within the 20 days shall be
23 covered by the provisions of this Stipulated Protective Order.

24 Transcript pages containing Protected Material must be separately bound
25 by the court reporter, who must affix to the top of each such page the legend
26 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES
27 ONLY,” as instructed by the Party or nonparty offering or sponsoring the witness or
28 presenting the testimony.

(c) for information produced in some form other than documentary, and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s), specifying whether they qualify as “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES ONLY”.

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. If material is appropriately designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES ONLY” after the material was initially produced, the Receiving Party, on timely notification of the designation, must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order. Unless a prompt challenge to a Designating Party’s confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary economic burdens, or a later significant disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by providing written notice of each designation it is challenging and describing the basis for each challenge. To avoid ambiguity as to whether a

1 challenge has been made, the written notice must recite that the challenge to
2 confidentiality is being made in accordance with this specific paragraph of the
3 Protective Order. The parties shall attempt to resolve each challenge in good faith
4 and must begin the process by conferring directly (in voice to voice dialogue; other
5 forms of communication are not sufficient) within 14 days of the date of service of
6 notice. In conferring, the Challenging Party must explain the basis for its belief that
7 the confidentiality designation was not proper and must give the Designating Party
8 an opportunity to review the designated material, to reconsider the circumstances,
9 and, if no change in designation is offered, to explain the basis for the chosen
10 designation. A Challenging Party may proceed to the next stage of the challenge
11 process only if it has engaged in this meet and confer process first or establishes that
12 the Designating Party is unwilling to participate in the meet and confer process in a
13 timely manner.

14 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
15 court intervention, the Designating Party shall file and serve a motion to retain
16 confidentiality under Local Rules 141.1 and 251 within 30 days of the parties
17 agreeing that the meet and confer process will not resolve their dispute. Each such
18 motion must be accompanied by a competent declaration affirming that the movant
19 has complied with the meet and confer requirements imposed in the preceding
20 paragraph. Failure by the Designating Party to make such a motion including the
21 required declaration within 30 days shall automatically waive the confidentiality
22 designation for each challenged designation. In addition, the Challenging Party may
23 file a motion challenging a confidentiality designation at any time if there is good
24 cause for doing so, including a challenge to the designation of a deposition transcript
25 or any portions thereof. Any motion brought pursuant to this provision must be
26 accompanied by a competent declaration affirming that the movant has complied
27 with the meet and confer requirements imposed by the preceding paragraph.

1 The burden of persuasion in any such challenge proceeding shall be on the
2 Designating Party. Frivolous challenges, and those made for an improper purpose
3 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
4 expose the Challenging Party to sanctions. Unless the Designating Party has waived
5 or withdrawn the confidentiality designation, all parties shall continue to afford the
6 material in question the level of protection to which it is entitled under the Producing
7 Party's designation until the Court rules on the challenge.

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

9 7.1 Basic Principles. A Receiving Party may use Protected Material that is
10 disclosed or produced by another Party or by a Non-Party in connection with this
11 Action only for prosecuting, defending, or attempting to settle this Action. Such
12 Protected Material may be disclosed only to the categories of persons and under the
13 conditions described in this Order. When the Action has been terminated, a
14 Receiving Party must comply with the provisions of section 13 below (FINAL
15 DISPOSITION).

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

19 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
20 otherwise ordered by the court or permitted in writing by the Designating Party, a
21 Receiving Party may disclose any information or item designated
22 "CONFIDENTIAL" only to:

23 (a) the Receiving Party's Outside Counsel of Record in this Action,
24 as well as employees of said Outside Counsel of Record to whom it is reasonably
25 necessary to disclose the information for this Action;

26 (b) the officers, directors, and employees (including House Counsel)
27 of the Receiving Party to whom disclosure is reasonably necessary for this Action;
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1 (c) Experts (as defined in this Order) of the Receiving Party to whom
2 disclosure is reasonably necessary for this Action and who have signed the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (d) the court and its personnel;

5 (e) court reporters, their staffs, and professional vendors to whom
6 disclosure is reasonably necessary for this litigation;

7 (f) professional jury or trial consultants, mock jurors, and Professional
8 Vendors to whom disclosure is reasonably necessary for this Action and who have
9 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

10 (g) the author or recipient of a document containing the information
11 or a custodian or other person who otherwise possessed or knew the information;

12 (h) during their depositions, witnesses, and attorneys for witnesses, in
13 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
14 party requests that the witness sign the form attached as Exhibit A hereto; and (2)
15 they will not be permitted to keep any confidential information unless they sign the
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
17 agreed by the Designating Party or ordered by the court. Pages of transcribed
18 deposition testimony or exhibits to depositions that reveal Protected Material may be
19 separately bound by the court reporter and may not be disclosed to anyone except as
20 permitted under this Stipulated Protective Order; and

21 (i) any mediator or settlement officer, and their supporting
22 personnel, mutually agreed upon by any of the parties engaged in settlement
23 discussions.

24 7.3 Disclosure of “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES
25 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
26 writing by the Designating Party, a Receiving Party may disclose any information or
27 item designated “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES ONLY”
28 only to:

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

5 (b) House Counsel of a Receiving Party to whom disclosure is reasonably
6 necessary for this litigation and who have signed the "Acknowledgment and
7 Agreement to Be Bound" (Exhibit A);

8 (c) Experts (as defined in this Order) to whom disclosure is reasonably
9 necessary for this litigation and who have signed the "Acknowledgment and
10 Agreement to Be Bound" (Exhibit A);

11 (d) the Court and its personnel;

12 (e) court reporters, their staffs, and Professional Vendors to whom
13 disclosure is reasonably necessary for this litigation and who have signed the
14 "Acknowledgment and Agreement to Be Bound" (Exhibit A); and

15 (f) the author of the document or the original source of the information.

16 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
17 **PRODUCED IN OTHER LITIGATION**

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

22 (a) promptly notify in writing the Designating Party, and in no event
23 more than five court days after receiving the subpoena or order. Such notification
24 shall include a copy of the subpoena or court order;

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

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

3 The purpose of imposing these duties is to alert the interested parties to the
4 existence of this Protective Order and to afford the Designating Party in this case an
5 opportunity to try to protect its confidentiality interests in the court from which the
6 subpoena or order issued. If the Designating Party timely seeks a protective order,
7 the Party served with the subpoena or court order shall not produce any information
8 designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -
9 ATTORNEYS’ EYES ONLY” before a determination by the court from which the
10 subpoena or order issued, unless the Party has obtained the Designating Party’s
11 permission. The Designating Party shall bear the burden and expense of seeking
12 protection in that court of its confidential material and nothing in these provisions
13 should be construed as authorizing or encouraging a Receiving Party in this Action to
14 disobey a lawful directive from another court.

15 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
16 **PRODUCED IN THIS LITIGATION**

17 (a) The terms of this Order are applicable to information produced by
18 a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
19 CONFIDENTIAL - ATTORNEYS’ EYES ONLY.” Such information produced by
20 Non-Parties in connection with this litigation is protected by the remedies and relief
21 provided by this Order. Nothing in these provisions should be construed as
22 prohibiting a Non-Party from seeking additional protections.

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

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

4 (2) promptly provide the Non-Party with a copy of the Stipulated
5 Protective Order in this Action, the relevant discovery request(s), and a reasonably
6 specific description of the information requested; and

7 (3) make the information requested available for inspection by the
8 Non-Party, if requested.

9 (c) If the Non-Party fails to seek a protective order from this court
10 within 21 days of receiving the notice and accompanying information, the Receiving
11 Party may produce the Non-Party's confidential information responsive to the
12 discovery request. If the Non-Party timely seeks a protective order, the Receiving
13 Party shall not produce any information in its possession or control that is subject to
14 the confidentiality agreement with the Non-Party before a determination by the court.
15 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
16 of seeking protection in this court of its Protected Material.

17 **10. 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
20 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
21 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
22 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
23 persons to whom unauthorized disclosures were made of all the terms of this Order,
24 and (d) request such person or persons to execute the "Acknowledgment and
25 Agreement to Be Bound" that is attached hereto as Exhibit A.

26 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
27 **PROTECTED MATERIAL**

Any inadvertent disclosure or production of materials subject to the work product doctrine, attorney-client privilege, or any other applicable privilege or protection shall not constitute or be deemed a waiver of any such privilege or protection, provided that the Producing Party shall notify the Receiving Party in writing of such protection or privilege promptly after the Producing Party discovers such materials have been inadvertently produced. A Party who receives any inadvertently disclosed information may not use or disclose such information in this or in any other proceeding, or to any third party. When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties include those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

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

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no 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.

12.3 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, and/or any information contained in or derived from any Protected Material. A Party that seeks to file under seal any Protected Material and/or any

1 information contained in or derived from any Protected Material must comply with
2 Local Rule 141 and any other applicable law that governs the filing of documents
3 under seal with the District Court.

4 **13. FINAL DISPOSITION**

5 After the final disposition of this Action, as defined in paragraph 4, and unless
6 otherwise ordered or agreed in writing by the Producing Party, within 45 days after
7 the final termination of this action, each Receiving Party must return all Protected
8 Material to the Producing Party. As used in this subdivision, “all Protected Material”
9 includes all copies, abstracts, compilations, summaries, and any other format
10 reproducing or capturing any of the Protected Material. When the Protected Material
11 is returned, the Receiving Party must submit a written certification to the Producing
12 Party (and, if not the same person or entity, to the Designating Party) by the 45 day
13 deadline that (1) identifies (by category, where appropriate) all the Protected
14 Material that was returned and (2) affirms that the Receiving Party has not retained
15 any copies, abstracts, compilations, summaries or any other format reproducing or
16 capturing any of the Protected Material. Notwithstanding this provision, Counsel are
17 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition,
18 and hearing transcripts, legal memoranda, correspondence, deposition and trial
19 exhibits, expert reports, attorney work product, and consultant and expert work
20 product, even if such materials contain Protected Material. Any such archival copies
21 that contain or constitute Protected Material remain subject to this Protective Order
22 as set forth in Section 4 (DURATION).

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1 14. Any violation of this Order may be punished by any and all appropriate
2 measures including, without limitation, contempt proceedings and/or monetary
3 sanctions.

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6 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

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8 Dated: June 21, 2017

Robert J. Rosati
ERISA LAW GROUP, LLP

9
10 By: /s/ Robert J. Rosati
11 Robert J. Rosati
12 Attorneys for Plaintiff
13 CYNTHIA ELLERING

14 Dated: June 21, 2017

Linda M. Lawson
Sevana Babooian
MESERVE, MUMPER & HUGHES LLP

15
16 By: /s/ Sevana Babooian
17 Sevana Babooian
18 Attorneys for Defendant
19 RELIASTAR LIFE INSURANCE
20 COMPANY

21 **SIGNATURE ATTESTATION**

22 The filing attorney attests that she has obtained concurrence regarding the
23 filing of this document from Plaintiff's Counsel, Robert J. Rosati, on June 20, 2017
24 and has been authorized to affix his /s/ signature.

25
26 Dated: June 20, 2017

By: /s/ Sevana Babooian
Sevana Babooian

1 BASED UPON THE STIPULATION OF THE PARTIES, IT IS SO ORDERED.*

2 Dated: June 26, 2017

/s/ Gregory G. Hollows

Hon. Gregory G. Hollows

United States Magistrate Judge

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5 * Notwithstanding any provision herein to the contrary, the court will not seal
6 documents attached to non-dispositive motions absent good cause, and will not seal
7 documents attached to dispositive motions absent compelling reasons. See
8 Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1179 (9th Cir. 2006).
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Acknowledgment and Agreement To Be Bound

EXHIBIT "A"

I, _____, declare as follows:

1. My address is _____.

2. My present employer is _____.

3. My present occupation or job description is _____.

I received a copy of the Confidentiality Agreement and Protective Order for the matter of *Cynthia Ellering v. ReliaStar Life Ins. Co.*, United States District Court - Eastern District Case No. 2:17-CV-00416-KJM-GGH ("Protective Order").

4. I have carefully read this Protective Order and certify that I understand its provisions.

5. I agree to comply with all the provisions of this Protective Order.

6. Subject to the terms of the Protective Order, I will hold in confidence, and will not disclose to anyone not qualified under the Protective Order, any information contained in the Protected Material that is disclosed to me in this case.

7. Subject to the terms of the Protective Order, I will use such information that is disclosed to me only for purposes of this case.

8. Upon request, I will return and deliver all Protected Material that comes into my possession, and all documents or things that I have prepared relating thereto, to my counsel in this action, or to counsel for the Party by whom I am employed or retained or from whom I received the Protected Material.

9. I hereby submit to the jurisdiction of this Court for the purpose of enforcing the Protective Order in this case.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this _____ day of _____, 2017, at _____ [City], _____ [State].