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11 Attorneys for Defendant
 12 AMCO INSURANCE COMPANY

13 UNITED STATES DISTRICT COURT
 14 EASTERN DISTRICT OF CALIFORNIA
 15 SACRAMENTO DIVISION

DENTONS US LLP
 ONE MARKET PLAZA, SPEAR TOWER, 24TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 267-4000

16 CHAD LITTLE,

17 Plaintiff,

18 vs.

19 AMCO INSURANCE COMPANY, AND
 20 DOES 1-20, inclusive,

21 Defendants.

Case No. 2:17-cv-00975-KJM-KJN

**STIPULATION AND PROTECTIVE
 ORDER REGARDING CONFIDENTIAL
 INFORMATION**

(with court modifications)

22 Plaintiff Chad Little (“Plaintiff”) and Defendant AMCO Insurance Company
 23 (“AMCO”), jointly the “Parties” in this action, by and through their attorneys of record, have
 24 filed the following Stipulation and Protective Order Regarding Confidential Information
 25 (“Protective Order”), pursuant to Federal Rules of Civil Procedure 26(c). *See* Stipulation, ECF
 26 No. 12. With the exception of paragraph 6, which the court alters to comply with the court’s
 27 standing order regarding the appropriate party for filing of a request to seal, and with the added
 28

1 clarification that requests to seal must comply with local rules and applicable law, the court
2 adopts the Protective Order as outlined below:

3 WHEREAS, the Parties wish to protect the confidentiality of certain confidential,
4 proprietary or private information for which special protection from public disclosure and from
5 use for any purpose other than prosecuting and defending this litigation or related litigation
6 involving the Parties would be warranted;

7 WHEREAS, the Parties wish to ensure that the Parties can obtain and pursue discovery
8 and litigate this matter efficiently and with a minimum of delay and expense;

9 THE COURT HEREBY ORDERS THAT:

10 This Protective Order shall govern the use and treatment of information, documents,
11 testimony or other tangible things produced in this action the Defendant, AMCO Insurance
12 Company (“AMCO”):

13 1. “Confidential Information,” as used herein, means any information, in whatever
14 form produced in connection with formal or informal discovery in this litigation that AMCO in
15 good faith believes contains, reflects or concerns its trade secrets, confidential business or
16 commercial information or other sensitive or proprietary information which, if disclosed to third
17 parties, would likely cause the party injury, prejudice, harm, damage or disadvantage.
18 Confidential Information includes, but is not limited to, proprietary business information,
19 business plans, pricing, information relating to personnel matters, and financial and other
20 sensitive information that is not publicly available (or not publicly available in the form
21 maintained by the party), Confidential Information may not be used or disseminated except as
22 provided in this Protective Order. Confidential Information includes all documents or
23 information derived from Confidential Information, including excerpts, copies or summaries of
24 Confidential Information.

25 2. AMCO may designate any information, document, testimony or other tangible
26 thing that it furnishes in connection with this litigation as Confidential Information, and
27 therefore subject to the provisions of this Protective Order, in any reasonable manner.

28 Documents may be designated Confidential Information by affixing the legend “Confidential

1 Document” to each item or document page. Deposition testimony and/or exhibits may be
2 designated Confidential Information either by: (a) stating on the record of the deposition that
3 such deposition, or portion thereof; or exhibit is confidential; or (b) stating in writing served
4 upon counsel of record up to twenty (20) days after receipt of the deposition transcript that such
5 deposition, or portion thereof, or exhibit is confidential.

6 3. Materials designated as “Confidential Document” may only be copied, disclosed,
7 discussed, or inspected, in whole or in part, only for the purposes of this litigation and only by
8 the following persons:

9 (a) the Parties in this lawsuit, or their employees involved in the management of this
10 litigation;

11 (b) counsel of record who represent the Parties in this litigation, in-house counsel and
12 the personnel who are directly employed or contracted by those attorneys’ firms and who are
13 assisting the attorneys working on this action;

14 (c) any person who is expected to testify as a witness either at a deposition or court
15 proceeding in this action for the purpose of assisting in his/her preparation therefore, and any
16 other person to whom the dissemination of the document is deemed necessary by any party in
17 preparation for trial;

18 (d) independent expert witnesses or consultants, including trial or jury consultants,
19 retained by the Parties in this lawsuit (i.e., not employed by or similarly affiliated with a party or
20 an affiliated company of a party);

21 (e) the Court and its officers, including stenographic reporters engaged in such
22 proceedings as are necessarily incidental to the preparation or trial of this lawsuit; and

23 (f) any mediator or arbitrator selected with the consent of all Parties or by the Court.

24 4. Confidential Information shall not be disclosed to any of the persons referred to in
25 paragraph 3(c) and (d) until such persons have been provided with a copy of this Protective
26 Order and have agreed in writing to be bound thereto by execution of the Confidentiality
27 Agreement attached hereto as Exhibit A. All parties shall retain any such agreements and make
28 them available to counsel for other parties upon request, provided that the identities of

1 consultants, including trial or jury consultants, who have not been identified as testifying experts
2 need not be disclosed.

3 4. Confidential Information shall not be disclosed to any of the persons referred to in
4 paragraph 3(c) and (d) until such persons have been provided with a copy of this Protective
5 Order and have agreed in writing to be bound thereto by execution of the Confidentiality
6 Agreement attached hereto as Exhibit A. All Parties shall retain any such agreements and make
7 them available to counsel for other Parties upon request, provided that the identities of
8 consultants, including trial or jury consultants, who have not been identified as testifying experts
9 need not be disclosed.

10 5. AMCO may elect that certain Confidential Information not be divulged to the
11 persons referred to in paragraphs 3(a) or 3(c) above if it in good faith believes that its disclosure
12 could cause commercial harm or be put to any improper use or could otherwise cause irreparable
13 harm. Such information shall be clearly marked “Highly Confidential-Attorneys & Experts
14 Only,” and shall be treated as Confidential Information, except that such information may only
15 be disclosed to those persons referred to in paragraphs 3(b), 3(d), 3(e) and 3(f) herein in
16 accordance with the terms and conditions of this Protective Order. If a party objects to materials
17 designated “Highly Confidential-Attorneys & Experts Only,” that party may follow the
18 procedure set forth in paragraph 9 herein to remove such designation.

19 6. If a party plans to make a filing that includes or attaches material an opposing party
20 has identified as confidential and potentially subject to sealing, the filing party shall provide the
21 opposing party with sufficient notice in advance of filing to allow for the seeking of an order of
22 sealing or redaction from the court as provided by the Court’s standing order. The Parties shall
23 take such steps as are reasonably necessary to ensure that the papers or relevant portions, as the
24 Court may order, shall be filed in sealed envelopes or other appropriate sealed enclosures on
25 which shall be endorsed the title to the action, the words “Confidential.”

26 7. Subject to rules of evidence, Confidential Information may be offered in evidence
27 at trial or any court hearing.

28 8. The terms of this Protective Order are subject to modification, extension or

1 limitation as may be hereinafter agreed to by the Parties in writing or as ordered by the Court.
2 Any modifications, extensions or limitations agreed to in writing by the Parties shall be deemed
3 effective pending approval by the Court.

4 9. With respect to any Confidential Information covered by this Protective Order, the
5 Plaintiff may at any time serve upon counsel for AMCO a written notice of objection to the
6 materials designated as “Confidential Document.” AMCO shall, within seven (7) business days
7 of receipt of such notice, review the designated material sought to be reclassified, and notify the
8 Plaintiff in writing whether or not it will agree to the reclassification requested and, if not,
9 whether it will agree to reclassify a redacted copy. If no agreement can be reached, the
10 requesting party may apply to the Court for an order that the information or documents so
11 designated are not entitled to such status and protection. The designating party shall be given
12 notice of the application and an opportunity to respond. In the event of such application, to
13 maintain the status of the information or documents as Confidential-Information under this
14 Protective Order, the proponent of confidentiality must show there is good cause for the
15 information or documents to have such designated protection.

16 10. Confidential Information shall be used solely and exclusively for the purpose of
17 this specific litigation and for no other purpose, including, without limitation, any business,
18 competitive or educational purpose; such information shall not be disclosed or disseminated to
19 any person, organization, business, governmental body or administrative agency unless ordered
20 by the Court.

21 11. In the event that Confidential Information is inadvertently produced without
22 designating such documents or information “Confidential Document” within the time periods
23 established in this Protective Order, AMCO shall properly designate such documents or
24 information as “Confidential Document,” and the Plaintiff shall be bound by such designations
25 pursuant to the terms of this Protective Order, but shall not be deemed to be in breach of this
26 Protective Order by reason of any use or disclosure of such Confidential Information that
27 occurred prior to notification of the correct designation. Inadvertent production of such
28 documents or information in this case without designation as “Confidential Document” shall not

1 be deemed a waiver, in whole or in part, of AMCO's claim to confidentiality of such documents
2 or information, either as to the specific information disclosed or as to any other information
3 relating to the subject matter of the information disclosed.

4 12. Immediately following the conclusion of this litigation, either by settlement,
5 judgment, dismissal or otherwise, counsel for the party or parties to which Confidential
6 Information was produced shall destroy the Confidential Information, including any copies made
7 of the Confidential Information and including any extracts and/or summaries of the Confidential
8 Information. Each party shall provide written notice to the other side that the Confidential
9 Information has been destroyed or, in the alternative, return the Confidential Information to the
10 other side with a cover letter confirming all Confidential Information has been returned. The
11 parties and counsel for the parties shall not discuss the Confidential Information with any person
12 or party at any time after conclusion of the litigation, other than with their respective counsel and
13 clients in the above-captioned action, counsel for the other parties in this action, and the Court
14 under seal. If requested, counsel shall furnish a certificate of compliance that all confidential
15 materials produced to that party, including all summaries, excerpts or copies of such materials,
16 have been returned to the producing party.

17 13. If Plaintiff receives a subpoena from a nonparty to this Protective Order seeking
18 production or other disclosure of Confidential Information, Plaintiff shall refuse to produce any
19 Confidential Information under the authority of this Protective Order and shall immediately give
20 written notice to counsel for AMCO, identifying the Confidential Information sought and
21 enclosing a copy of the subpoena.

22 14. The Parties stipulate that this Court shall retain jurisdiction over them and any
23 person to whom Confidential Information is disclosed to the extent necessary to enforce the
24 terms of this Protective Order.

25 15. This Protective Order will be governed and construed in accordance with the
26 Federal Rules of Civil Procedure and the laws of the United States District Court for Eastern
27 District of California.

28 16. This Protective Order contains the entire agreement between the Parties concerning

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the subject matter hereof, and no modifications of this Protective Order or waiver of its provisions will be binding upon the Parties, unless made in writing by the Parties.

IT IS SO STIPULATED.

Dated: November 16, 2017

LAW OFFICES OF KATHLEEN A. HERDELL

By /s/ KATHLEEN A. HERDELL
(As Authorized on 11/16/17)
KATHLEEN A. HERDELL

Attorneys for Plaintiff
CHAD LITTLE

Dated: November 16, 2017

DENTONS US LLP

By /s/ SONIA MARTIN
SONIA MARTIN

Attorneys for Defendant
AMCO INSURANCE COMPANY

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ORDER

IT IS SO ORDERED.

Dated: November 21, 2017.


UNITED STATES DISTRICT JUDGE

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EXHIBIT A

CHAD LITTLE,

Plaintiffs,

v.

AMCO INSURANCE COMPANY, AND
DOES 1-20, inclusive,

Defendants.

Case No. 2:17-cv-00975-KJM-KJN

CONFIDENTIALITY AGREEMENT

I have read the Stipulation and Protective Order (“Protective Order”) concerning the confidentiality of information in the above-captioned litigation. I understand that the Protective Order is a Court Order designed to preserve the confidentiality of certain designated documents and information contained therein. I also understand that the Protective Order restricts the use, disclosure and retention of such designated documents and information contained therein, and it also requires the safeguarding and destruction of the designated documents and other materials containing confidential information.

I agree to comply with all provisions of the Protective Order. I also hereby submit myself to the jurisdiction of the Court for the purpose of enforcement of any provision of the Protective Order.

Dated:

[Signature]
[Name]
[Address]