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

20 PROVIDENCE PUBLICATIONS, LLC, a
21 California limited liability company,

22 Plaintiff,

23 v.

24 INTERWEST INSURANCE SERVICES,
25 LLC, a Delaware limited liability company;
and DOES 1-10, inclusive,

26 Defendants.
27

Case No. 2:23-cv-01943-DAD-JDP

~~PROPOSED~~ STIPULATED
PROTECTIVE ORDER

1 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Providence
2 Publications, LLC (“Plaintiff”) and Defendant Interwest Insurance Services, LLC (“Defendant”),
3 through their respective undersigned counsel, that, during this action, all documents, information,
4 tangible items, and testimony designated as Confidential by the producing party in the above
5 matter be, and hereby are, subject to the following terms and conditions:

6 1. PURPOSES AND LIMITATIONS
7

8 Disclosure and discovery activity in this action are likely to involve production of
9 confidential, proprietary, or private information for which special protection from public
10 disclosure and from use for any purpose other than litigating this case would be warranted.
11 Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated
12 Protective Order. The parties acknowledge that this Order does not confer blanket protections on
13 all disclosures or responses to discovery and that the protection it affords extends only to the
14 limited information or items that are entitled under the applicable legal principles to treatment as
15 confidential. The parties further acknowledge, as set forth in Section 10, below, that this
16 Stipulated Protective Order creates no entitlement to file confidential information under seal;
17 Local Rule 141 sets forth the procedures that must be followed and reflects the standards that will
18 be applied when a party seeks permission from the court to file material under seal.

19 2. DEFINITIONS
20

21 2.1 Party: Any Party to this action, including all of its officers, directors,
22 employees, consultants, retained experts, and outside counsel (and their support staff).

23 2.2 Disclosure or Discovery Material: All items or information, regardless
24 of the medium or manner generated, stored, or maintained (including, among other things,
25 testimony, transcripts, or tangible things) that are produced or generated in disclosures or
26 responses to discovery in this matter.
27
28

1 2.3 “Confidential” Information or Items: Information (regardless of how
2 generated, stored, or maintained) or tangible things where, in the good faith belief of the
3 Designating Party and its counsel, the unrestricted disclosure of such information could be
4 potentially prejudicial to the business or operations of such party.

5 2.4 Receiving Party: A Party that receives Disclosure or Discovery Material
6 from a Producing Party.

7 2.5 Producing Party: A Party or non-party that produces Disclosure or Discovery
8 Material in this action.

9 2.6 Designating Party: A Party or non-party that designates information or
10 items that it produces in disclosures or in responses to discovery as “Confidential.”

11 2.7 Protected Material: Any Disclosure or Discovery Material that is designated as
12 “Confidential.”

13 2.8 Outside Counsel: Attorneys who are not employees of a Party but who
14 are retained to represent or advise a Party in this action.

15 2.9 House Counsel: Attorneys who are employees of a Party.

16 2.10 Counsel (without qualifier): Outside Counsel and House Counsel (as well as their
17 support staffs).

18 2.11 Expert: A person with specialized knowledge or experience in a matter pertinent
19 to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as
20 a consultant in this action.

21 2.12 Professional Vendors: Persons or entities that provide litigation support services
22 (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing,
23 storing, retrieving data in any form of medium; etc.) and their employees and subcontractors.
24

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only Protected Material
3 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)
4 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any deposition
5 testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected
6 Material, other than during a court hearing or at trial.
7

8 Any use of Protected Material during a court hearing or at trial shall be governed by the
9 orders of the presiding judge. This Order does not govern the use of Protected Material during a
10 court hearing or at trial.

11 4. DURATION

12 Even after the termination of this litigation, the confidentiality obligations imposed by this
13 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
14 otherwise directs.
15

16 5. DESIGNATING PROTECTED MATERIAL

17
18 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
19 or non-party that designates information or items for protection under this Order must take care to
20 limit any such designation to specific material that qualifies under the appropriate standards. A
21 Designating Party must take care to designate for protection only those parts of material,
22 documents, items, or oral or written communications for which protection is warranted, so that
23 other information and items are not swept unjustifiably within the ambit of this Order.

24 Indiscriminate routinized designations are prohibited. Designations that are shown to be
25 clearly unjustified, or that have been made for an improper purpose (*e.g.*, to unnecessarily
26 encumber or retard the case development process or to impose unnecessary expenses and burdens
27 on other parties), expose the Designating Party to sanctions.
28

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

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

9
10 Designation in conformity with this Order requires:

11 (a) For information in documentary form (apart from transcripts of depositions
12 or other pretrial or trial proceedings), that the Producing Party affix the legend
13 "CONFIDENTIAL" at the bottom of each page that contains protected material and/or, for native
14 files, in the file name of the electronic document.

15
16 A Party or non-party that makes original documents or materials available for inspection
17 need not designate them for protection until after the inspecting Party has indicated which
18 material it would like copied and produced. During the inspection and before the designation, all
19 of the material made available for inspection shall be deemed CONFIDENTIAL. After the
20 inspecting Party has identified the documents it wants copied and produced, the Producing Party
21 must determine which documents, or portions thereof, qualify for protection under this Order;
22 then, before producing the specified documents, the Producing Party must affix the legend
23 "CONFIDENTIAL" at the bottom of each page that contains Protected Material.

24 (b) For testimony given in deposition, that Counsel, within twenty (30) days
25 after the final version of the transcript has been received by such Counsel, designate any portions
26 of the transcript which contain testimony concerning CONFIDENTIAL information. Upon
27
28

1 request of Counsel on the record (*i.e.*, before the deposition is concluded), deposition testimony in
2 its entirety shall be treated as CONFIDENTIAL until expiration of the 30-day designation period.

3 (c) For information produced in some form other than documentary, and for
4 any other tangible items, that the Producing Party affix in a prominent place on the exterior of the
5 container or containers in which the information or item is stored the legend “CONFIDENTIAL.”
6

7 5.3 Inadvertent Failures to Designate. If corrected within 30 (thirty) days
8 after discovery of inadvertent failure, an inadvertent failure to designate qualified information or
9 items as “Confidential” does not, standing alone, waive the Designating Party’s right to secure
10 protection under this Order for such material. If material is appropriately designated as
11 “Confidential” after the material was initially produced, the Receiving Party, on timely
12 notification of the designation, must make reasonable efforts to assure that the material is treated
13 in accordance with the provisions of this Order.

14 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15
16 6.1 Timing of Challenges. Any Party may challenge a designation of confidentiality at
17 any time that is consistent with the Court’s Scheduling Order.

18 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
19 process under Local Rule 251 *et seq.*
20

21 6.3 The burden of persuasion in any such challenge proceeding shall be on
22 the Designating Party. Unless the Designating Party has waived or withdrawn the confidentiality
23 designation, all Parties shall continue to afford the material in question the level of protection to
24 which it is entitled under the Producing Party’s designation until the Court rules on the challenge.

25 7. ACCESS TO AND USE OF PROTECTED MATERIAL

26
27 7.1 Basic Principles. A Receiving Party may use Protected Material that is
28 disclosed or produced by another Party or by a non-party in connection with this case only for

1 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be
2 disclosed only to the categories of persons and under the conditions described in this Order.
3 When the litigation has been terminated, a Receiving Party must comply with the provisions of
4 section 11 below (FINAL DISPOSITION).

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

8 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
9 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may
10 disclose any information or item designated CONFIDENTIAL only to:

11 (a) Receiving Party’s Outside Counsel of record in this action, as well as
12 employees of said Counsel to whom it is reasonably necessary to disclose the information for this
13 litigation;
14

15 (b) the officers, directors, and employees (including in-house counsel) of the
16 Receiving Party to whom disclosure is reasonably necessary for this litigation;
17

18 (c) Experts of the Receiving Party to whom disclosure is reasonably necessary
19 for this litigation and who have signed the “Agreement to be Bound by Protective Order” that is
20 attached hereto as Exhibit A;

21 (d) the Court and its personnel;
22

23 (e) court reporters, their staffs, and Professional Vendors to whom disclosure
24 is reasonably necessary for this litigation and who have signed the “Agreement to be Bound by
25 Protective Order” that is attached hereto as Exhibit A;

26 (f) during their depositions, witnesses in the action to whom disclosure is
27 reasonably necessary and who have signed the “Agreement to be Bound by Protective Order” that
28 is attached hereto as Exhibit A; and,

1 (g) the author of the Protected Material or the original source of the
2 information.

3 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
4 LITIGATION

5
6 If a Receiving Party is served with a subpoena or an order issued in other litigation that
7 would compel disclosure of any information or items designated in this action as
8 “CONFIDENTIAL,” the Receiving Party must so notify the Designating Party in writing (by e-
9 mail, if possible) immediately and, in no event, more than three court days after receiving the
10 subpoena or order. Such notification must include a copy of the subpoena or court order.

11 The Receiving Party also must immediately inform in writing the Party who caused the
12 subpoena or order to issue in the other litigation that some or all the material covered by the
13 subpoena or order is the subject of this Protective Order. In addition, the Receiving Party must
14 deliver a copy of this Stipulated Protective Order promptly to the Party in the other action that
15 caused the subpoena or order to issue.

16
17 The purpose of imposing these duties is to alert the interested parties to the existence of
18 this Protective Order and to afford the Designating Party in this case an opportunity to try to
19 protect its confidentiality interests in the court from which the subpoena or order issued. The
20 Designating Party shall bear the burdens and the expenses of seeking protection in that court of its
21 confidential material. Nothing in these provisions should be construed as authorizing or
22 encouraging a Receiving Party in this action to disobey a lawful directive from another court.

23 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

24
25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
26 Material to any person or in any circumstance not authorized under this Stipulated Protective
27 Order, the Receiving Party must immediately: (a) notify in writing the Designating Party of the
28 unauthorized disclosures, (b) use its best efforts to retrieve all copies of the Protected Material, (c)

1 inform the person or persons to whom unauthorized disclosures were made of all the terms of this
2 Order, and (d) request such person or persons to execute the “Agreement to be Bound by
3 Protective Order” that is attached hereto as Exhibit A.

4
5 10. FILING PROTECTED MATERIAL

6 Without written permission from the Designating Party or a court order secured after
7 appropriate notice to all interested persons, a Party may not file in the public record in this action
8 any Protected Material. A Party that seeks to file under seal any Protected Material must comply
9 with Local Rule 141.

10
11 11. FINAL DISPOSITION

12 Unless otherwise ordered or agreed in writing by the Producing Party, within sixty (60)
13 days after the final termination of this action, each Receiving Party must destroy or return all
14 Protected Material to the Producing Party. As used in this subdivision, “all Protected Material”
15 includes all copies, abstracts, compilations, summaries, or any other form of reproducing or
16 capturing any of the Protected Material. The Receiving Party may at its election destroy some or
17 all of the Protected Material instead of returning it. Whether the Protected Material is returned or
18 destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if
19 not the same person or entity, to the Designating Party) by the sixty (60) day deadline that
20 identifies (by category, where appropriate) all the Protected Material that was returned or
21 destroyed and that affirms that the Receiving Party has not retained any copies, abstracts,
22 compilations, summaries, or other forms of reproducing or capturing any of the Protected
23 Material. Notwithstanding this provision, all Counsel are entitled to retain an archival copy of all
24 pleadings, motion papers, transcripts, legal memoranda, correspondence, or attorney work
25 product even if such materials contain Protected Material. Any such archival copies that contain
26 or constitute Protected Material remain subject to this Protective Order as set forth in Section 4
27 (DURATION) above.
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12. RULE 502(d)

The production of privileged or work-product protected documents, electronically stored information (“ESI”) or other information, whether inadvertent or otherwise, is not a waiver of the privilege or protection from discovery in this case or in any other federal or state proceeding. This Order shall be interpreted to provide the maximum protection allowed by Federal Rule of Evidence 502(d).

13. MISCELLANEOUS

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

13.2 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.

Respectfully submitted,

Dated: January 26, 2024

Dated: January 26, 2024

/s/ David Harford

/s/ Hannah Brown

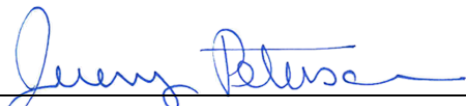
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Tim Reynolds (*pro hac vice*)

Attorneys for Plaintiff

Gordon Rees Scully Mansukhani, LLP
Mark S. Posard
Susan B. Meyer
Hannah Brown
Attorneys for Defendant

IT IS SO ORDERED.

Dated: February 6, 2024


JEREMY D. PETERSON
UNITED STATES MAGISTRATE JUDGE

BRYAN CAVE LEIGHTON PAISNER LLP
1290 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10104-3300

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1 UNITED STATES DISTRICT COURT
2 EASTERN DISTRICT OF CALIFORNIA

3 PROVIDENCE PUBLICATIONS, LLC, a
4 California limited liability company,

5 Plaintiff,

6 v.

7 INTERWEST INSURANCE SERVICES,
8 LLC, a Delaware limited liability company;
9 and DOES 1-10, inclusive,

10 Defendants.

Case No. 2:23-cv-01943-DAD-JDP

**EXHIBIT A TO STIPULATED
PROTECTIVE ORDER**

11 **AGREEMENT TO BE BOUND BY STIPULATED PROTECTIVE ORDER**

12 I, _____, acknowledge and declare that I have received a
13 copy of the Protective Order (“Order”) in *Providence Publications, LLC v. Interwest Insurance*
14 *Services, LLC*, Case No. 2:23-cv-01943, pending the United States District Court for the Eastern
15 District of California. Having read and understood the terms of the Order, I agree to be bound
16 by the terms of the Order and consent to the jurisdiction of said Court for the purpose of any
17 proceeding to enforce the terms of the Order.
18
19

20
21 Sign: _____

22 Date: _____

23 Address: _____
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