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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

11 CLARENCE JONATHON WOOD and HEIDI
COLLINGWOOD,
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13 Plaintiffs,
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15 v.
16 SCOTTSDALE INDEMNITY CO.; and
DOES 1 to 100, inclusive,
17
18 Defendants.

CASE NO. CV 08 3335 NJV
**AMENDED STIPULATED PROTECTIVE
ORDER/CONFIDENTIALITY AGREEMENT
RE PRODUCTION OF DEFENDANT
SCOTTSDALE INDEMNITY COMPANY'S
DOCUMENTS IN RESPONSE TO
PLAINTIFF WOOD'S NOTICE OF TAKING
DEPOSITION AND FOR PRODUCTION OF
DOCUMENTS**

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20 Plaintiffs Clarence Jonathon Wood and Heidi Collingwood
21 ("Plaintiffs") and Scottsdale Indemnity Company ("Scottsdale")
22 hereby stipulate that documents within Scottsdale's custody and
23 control responsive to Plaintiffs' Notice of Taking Deposition of
24 James Hardina are subject to the terms and conditions of this
25 Protective Order and Confidentiality Agreement (hereinafter
26 "Agreement"):

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RECITALS

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2 1. Plaintiff Heidi Collingwood sued Kimberly Holz
3 Lindstrom, Ralph L. Lindstrom and Pamela W. Lindstrom for the
4 wrongful death of her daughter Kayla Wood. The action was
5 entitled *Collingwood v. Lindstrom, et al.*, Humboldt County
6 Superior Court, case number DR020419.

7 2. Plaintiff Clarence Jonathon Wood sued Kimberly Holz
8 Lindstrom, Ralph L. Lindstrom and Pamela W. Lindstrom for the
9 wrongful death of his daughter Kayla Wood. The action was
10 entitled *Wood v. Lindstrom, et al.*, Humboldt County Superior
11 Court, case number DR020685.

12 3. The underlying actions brought by Plaintiffs were
13 thereafter consolidated ("Underlying Action").

14 4. Ralph L. Lindstrom and Pamela W. Lindstrom obtained
15 summary judgment in the Underlying Action and the action went
16 forward against Kimberly Holz Lindstrom.

17 5. It is the understanding of the parties to this
18 Agreement that Plaintiffs' claims against Kimberly Holz Lindstrom
19 were adjudicated through trial in the Underlying Action.

20 6. Following adjudication of Plaintiffs' claims against
21 Kimberly Holz Lindstrom, Plaintiffs sued Defendant Scottsdale in
22 above-referenced action, *Wood, et al. v. Scottsdale Indemnity*
23 *Company*, United States District Court, Northern District of
24 California, Case Number CV 08 3335 NJV.

25 7. Plaintiffs seek damages for breach of contract and bad
26 faith arising out of the Scottsdale policy issued to named
27 insureds Ralph L. and Pamela W. Lindstrom. Plaintiffs contend
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1 that Kimberly Holz Lindstrom is an "insured" under the Scottsdale
2 policy issued to named insureds Ralph L. and Pamela W. Lindstrom.

3 8. On April 14, 2009, Plaintiff Clarence Jonathon Wood
4 noticed the deposition of Scottsdale representative James
5 Hardina. (See Attachment "A" hereto.) The deposition notice
6 includes a request for production of documents, including "[a]ny
7 and all claims handling manuals used, referred to or relied upon
8 by Scottsdale employees from the period of July 2004 to the
9 present".

10 9. Based on the above Recitals, the parties to this
11 Agreement hereby submit this Stipulated Protective Order and
12 Confidentiality Agreement with request that this Court approve
13 it.

14 **DEFINITIONS**

15 10. When used in this Agreement, the terms "Party" and
16 "Parties" refer to the Plaintiffs and Scottsdale.

17 11. When used in this Agreement, the term "Wood Action"
18 refers to the above-referenced action, *Wood, et al. v. Scottsdale*
19 *Indemnity Company*, United States District Court, Northern
20 District of California, Case Number CV 08 3335 NJV.

21 12. When used in this Agreement, the term "Documents"
22 refers to all non-privileged, non-protected documents within the
23 custody and possession of Defendant Scottsdale which are
24 responsive to Plaintiff Clarence Jonathon Wood's Notice of Taking
25 Deposition of James Hardina and for the Production of Documents
26 and will be produced in accordance with the terms of this
27 Stipulated Protective Order and Confidentiality Agreement and
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1 approval of this Court. The Parties understand and agree that
2 there are additional documents for which Scottsdale claims
3 privilege or other protection which are not a part of this
4 Agreement.

5 **TERMS & AGREEMENT**

6 13. The Documents produced by Defendant Scottsdale pursuant
7 to this Agreement and Court Order approving this Agreement, shall
8 be used only for the purpose of the prosecution, defense or
9 settlement of this action and for no other purpose.

10 14. Documents produced pursuant to this Agreement and Court
11 Order approving this Agreement, may be disclosed or made
12 available only to the Court, to counsel for a Party, and to the
13 "Qualified Persons" expressly designated below:

- 14 A. A Party, or an officer, director, or employee of a
15 Party deemed necessary by counsel to aid in the
16 prosecution, defense or settlement of this Action;
17 B. Experts or consultants (together with their
18 clerical staff) retained by such counsel to assist
19 in the prosecution, defense or settlement of this
20 Action;
21 C. Court reporter(s) employed in this Action;
22 D. A witness at any deposition or other proceeding in
23 this Action; and
24 E. Any other person as to whom the parties in writing
25 agree.

26 15. Before disclosing any matters identified herein to any
27 "Qualified Persons" herein, counsel shall give such person a copy
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1 of this Agreement and Court Order approving this Agreement and
2 shall obtain from them a signed written certification in the
3 following form:

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5 "I hereby acknowledge that I, [name], [position of
6 employment], am about to receive confidential
7 information supplied in connection with the litigation
8 entitled *Wood, et al. v. Scottsdale Indemnity Company,*
9 *et al.*, United States District Court, Northern District
10 of California, Case Number CV 08 3335 NJV. I certify
11 my understanding that such information is to be
12 provided to me pursuant to the terms and restrictions
13 of the Agreement in this action, and that I have been
14 given a copy, have read and understand the Agreement
15 and agree to be bound by its terms. I understand that
16 such information and any copies that I make of any
17 documents as identified in that Agreement, or any notes
18 or other records that may be made regarding any such
19 matter, shall not be disclosed to any persons except as
20 defined in the Agreement."

21
22 Each Party and each other Qualified Person that has agreed to be
23 bound hereto by executing the above-written confirmation shall
24 maintain a file containing the certification that said Party or
25 said Qualified Person obtains pursuant to this Paragraph.

26 16. Nothing herein shall impose any restrictions on the use
27 or disclosure by a Party of materials obtained by such Party
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1 independent of discovery in this Action, whether or not such
2 materials were also obtained through Defendant Scottsdale's
3 production of documents in response to Plaintiff Clarence
4 Jonathon Wood's Notice of Taking Deposition of James Hardina and
5 for the Production of Documents, or from disclosing its own
6 Confidential Material as it deems appropriate.

7 17. If any of the Documents obtained pursuant to this
8 Agreement and Court Order approving this Agreement are included
9 in any papers to be filed in Court, such papers shall be labeled
10 "CONFIDENTIAL - SUBJECT TO COURT ORDER" and filed under seal
11 until further court order of this Court.

12 18. In the event that any Documents are used in any court
13 proceeding in the *Wood* Action, such Documents or any of them
14 shall not lose their confidential status through such use, and
15 the Party using such shall take all reasonable steps to maintain
16 their confidentiality during such use.

17 19. This Agreement and Court Order shall be without
18 prejudice to the rights of the Parties: (a) to bring before this
19 Court at any time the question of whether any particular document
20 or information is confidential or whether its use should be
21 restricted; or (b) to present a motion to the Court for a
22 separate protective order as to any particular document,
23 including restrictions differing from those as specified herein.

24 20. This Agreement and Court Order is entered solely for
25 the purpose of facilitating the exchange of documents and
26 information between the Parties to this Action without involving
27 the Court unnecessarily in the process. Nothing in this
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1 Agreement and Court Order nor the production of Documents under
2 the terms of this Agreement and Court Order nor any proceeding
3 pursuant to this Agreement and Court Order, shall be deemed to
4 have the effect of any admission or waiver by any Party or of
5 altering the confidentiality of the Documents or altering any
6 existing obligation of any Party or the absence thereof. The
7 Parties specifically reserve the right to object to the
8 admissibility and use of the Documents.

9 21. This Agreement and Court Order shall survive the final
10 termination of this Action, to the extent that the Documents do
11 not become known to the public, and the Court shall retain
12 jurisdiction to resolve any dispute concerning the use of such
13 Documents disclosed hereunder.

14 22. Nothing in this Protective Order shall reduce the
15 production afforded to other documents produced in and testimony
16 and other information generated during the course of the *Wood*
17 Action by any other protective order entered.

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DATED: May 19, 2009 SELMAN BREITMAN LLP

By: /s/ Linda Wendell Hsu
LINDA WENDELL HSU
SUNGJEE LEE
Attorneys for Defendant
SCOTTSDALE INDEMNITY COMPANY

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DATED: May 19, 2009

THE LAW OFFICES OF DAVID DIBBLE

By: /s/ David P. Dibble

DAVID P. DIBBLE
Attorney for Plaintiff
CLARENCE JONATHON WOOD

DATED: May 19, 2009

THE LAW OFFICES OF ZACHARY ZWERDLING

By: /s/ Zachary E. Zwerdling

ZACHARY E. ZWERDLING
Attorney for Plaintiff
HEIDI COLLINGWOOD

IT IS SO ORDERED:

DATED: May 26, 2009

By: 

THE HONORABLE NANDOR J. VADAS
United States Magistrate Judge