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UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF CALIFORNIA

STEPHEN D. BUCK, D.D.S.,

Plaintiff,

vs.

UNUM LIFE INSURANCE
COMPANY OF AMERICA; UNUM
GROUP; and DOES 1 THROUGH 10,
INCLUSIVE

Defendants.

CASE NO.: C-08-5166 MMC

**STIPULATED PROTECTIVE
ORDER**

1. Any party may designate as "CONFIDENTIAL" any document produced for inspection and copying or any other document disclosed, served, filed or given under oath in this action (including, without limitation, answers to interrogatories, answers to requests for admission, and transcripts of depositions), or any part thereof, at the time of production, disclosure, service, copying, filing, or signing with the word "CONFIDENTIAL" or, if inadvertently produced without such legend, or, if produced by a third party, by promptly furnishing written notice to the receiving party that information shall be "CONFIDENTIAL" under this Protective Order.

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A. The information produced shall be stored in a secure fashion to assure compliance with this Order. The requesting party may designate a competent person or entity to serve as his or agent to organize said data and to limit distribution in accordance with this Order.

B. In exercising the right to designate a document as CONFIDENTIAL document, the parties agree to proceed in good faith. A party shall not designate a document as CONFIDENTIAL unless it is ^{of} ~~is~~ a private or confidential or proprietary nature deserving of such protection. Except as may be otherwise provided by this Order or by further order of the Court or further stipulation of the parties, documents designated as CONFIDENTIAL, as well as the matters contained therein, and extracts and summaries thereof containing confidential information, shall not be produced to any commercial competitor of the party producing the data.

C. Access to any CONFIDENTIAL documents, or any part thereof, as well as to the matters contained therein, shall be limited to: (i) the judiciary, its employees and its agents, including jurors; (ii) the parties and the officers, employees and agents of the parties who have a reasonable justification to view the CONFIDENTIAL material, but only in accordance with paragraph 1(E); (iii) the attorneys for the parties, their associates, assistants and agents; (iv) consultants and experts involved in the preparation of this litigation for each party; (v) court reporters, their transcribers, assistants and employees; (vi) authors, subjects, and recipients of CONFIDENTIAL documents; and (vii) potential witnesses.

D. Individuals and entities, other than the parties, their attorneys, associates and agents, permitted access by the parties' attorneys, pursuant to paragraph 1(C) above, to CONFIDENTIAL documents, or parts thereof, are hereby ordered not to show, convey or reproduce any such documents, or any parts thereof, or any matters contained therein, or any extracts or summaries thereof, to any individual or entity who would not otherwise have access to CONFIDENTIAL

1 documents under the provisions of this Order.

2 E. All CONFIDENTIAL documents produced in this suit, whether by a
3 party or nonparty, subpoena, agreement or otherwise, and all information contained
4 in them or derived from them, shall be used solely for the preparation and trial of
5 this suit (including any appeals and retrials), and shall not be used for any other
6 purpose, including business, governmental or commercial, or in any other
7 administrative, arbitration or judicial proceedings or actions.

8 F. Any persons who are given access to any CONFIDENTIAL
9 documents, or any part thereof, as well as to the matters contained therein, in
10 accordance with paragraph 1(C)(ii), are required to execute the instant protective
11 order, or an addendum to this protective order, which affirmatively acknowledges
12 that they have read the protective order and agree to be bound by its terms.

13 2. Counsel for each party shall insure that any person who makes a
14 declaration or testifies on behalf of that party, or assists in any way in the
15 preparation of that party's case shall have access to CONFIDENTIAL material only
16 after being informed of the provisions of this Order and after agreeing to be bound
17 by it.

18 3. In the event that any party submits to the Court any document which
19 has been designated as CONFIDENTIAL, the party submitting the
20 CONFIDENTIAL documents shall conditionally lodge the CONFIDENTIAL
21 documents with the Court in a sealed envelope container, on which shall be
22 endorsed the title of the action to which it pertains, an indication of the contents of
23 the sealed envelope or other container, the words "CONFIDENTIAL-
24 CONDITIONALLY UNDER SEAL," and a statement that the enclosed documents
25 are subject to a motion to file the documents under seal. A copy of this Protective
26 Order shall be submitted with the lodged materials. Lodged CONFIDENTIAL
27 materials shall not be available to public inspection. The party who designated the
28 material as CONFIDENTIAL shall have the opportunity to apply to the Court for

1 an order allowing the CONFIDENTIAL documents to be filed under seal.

2 If the Court grants the motion to file the CONFIDENTIAL documents under
3 seal, the Court shall order the documents to be sealed and the sealed documents
4 shall be kept separately from the public file. If the Court denies the motion to file
5 the CONFIDENTIAL documents under seal, the material will be filed as any other
6 non-sealed document. Any court hearing which refers to or describes
7 CONFIDENTIAL information subject to this Protective Order shall in the Court's
8 discretion be in camera.

9 4. Parties submitting purportedly CONFIDENTIAL information to the
10 Court shall endeavor in good faith to restrict their filings or other submissions to
11 CONFIDENTIAL information that is reasonably necessary for the Court to
12 consider in connection with the issue or matter for which the CONFIDENTIAL
13 information is submitted.

14 5. The execution of this Order, and the entry of a protective order
15 pursuant hereto shall not, in itself:

16 a. constitute a waiver of any party's right to seek at a future time relief
17 from the Court for an order restricting access to specific documents designated as
18 CONFIDENTIAL documents to a more limited group of individuals or entities than
19 defined in paragraphs 1 (B) and 1 (C) above, or granting access to specific
20 documents designated as CONFIDENTIAL to specific individuals; or

21 b. preclude any party from (i) claiming that any document or matter
22 designated hereunder is not entitled to the protections of this Protective Order, (ii)
23 applying to the Court for an Order permitting disclosure or use of information or
24 documents otherwise prohibited by this Protective Order, or (iii) applying for an
25 order modifying this Protective Order in any respect; or

26 c. constitute a waiver of any objection to any discovery request;

27 d. be construed as an admission or agreement that any document
28 designated as CONFIDENTIAL is, in fact, confidential, or contains sensitive

1 information, or otherwise is entitled to any protective relief whatsoever.

2 6. If any party claims that any matter designated hereunder is not entitled
3 to the protections of this Protective Order, that party may serve on the designating
4 party an objection to the designation. The producing party then has 30 days to
5 inform the court, pursuant to the Magistrate Judge's instructions or procedures, that
6 it seeks a determination that materials are in fact entitled to confidentiality. If no
7 action is brought within the 30 days, the materials shall be handled in accordance
8 with this Order until the motion is ruled upon, and thereafter shall be subject to this
9 Order if the Court determined that the material are in fact entitled to such
10 protection.

11 7. The terms of this Protective Order are applicable to CONFIDENTIAL
12 information submitted or produced by a non-party, and such information produced
13 by a non-party in connection with this litigation is protected by the remedies and
14 relief provided by this Protective Order. A non-party providing information to all
15 the parties through either formal or informal discovery means shall (a) have the
16 same right as a party to designate any such information under this Protective Order,
17 and (b) shall have the standing to enforce the terms of this Protective Order with
18 respect to disclosure and use of that non-party designated information.

19 8. The terms of this Protective Order shall continue to apply to all
20 CONFIDENTIAL documents and information after this suit has been terminated.
21 Upon termination of this suit, including all appeals, the parties shall return all
22 CONFIDENTIAL documents to the producing party, as well as all copies, extracts
23 and summaries of them, except that counsel for each party may maintain in his file
24 one copy of each pleading or other paper filed with the Court. Alternatively, the
25 parties and/or any producing party may agree in writing on appropriate methods of
26 destruction.

27 9. This Order does not apply to and shall have no effect upon evidence
28 offered at trial or in consideration of any proceeding in this case.

1 10. For the purpose of the instant stipulation facsimile signatures and the
2 execution in counterparts is acceptable.

3 IT IS SO STIPULATED.

4
5 Dated: December 8, 2009

Donahue & Horrow, LLP

6 By: 

7 Michael B. Horrow
8 Nichole D. Podgurski
Attorneys for Plaintiff
STEPHEN D. BUCK, D.D.S.

9 Dated: December 8, 2009

MESERVE, MUMPER & HUGHES
LLP

10
11 By: 

12 Linda M. Lawson
13 Sasha Lankarani
Attorneys for Defendants
14 UNUM LIFE INSURANCE
COMPANY OF AMERICA and
UNUM GROUP

15 The Stipulated Protective Order is hereby APPROVED. Further, the procedure
16 applicable to any motion to file a document under seal shall be governed by Civil Local Rule
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17 IT SO ORDERED this 11 day of December, 2009

18 
19 Judge Maxine M. Chesney