

1 MANATT, PHELPS & PHILLIPS, LLP
2 CRAIG J. DE RECAT (Bar No. CA 105567)
3 E-mail: cderecat@manatt.com
4 MATTHEW P. KANNY (Bar No. CA 167118)
5 E-mail: mkanny@manatt.com
6 KATRINA DELA CRUZ (Bar No. CA 293398)
7 E-mail: kdelacruz@manatt.com
8 11355 West Olympic Boulevard
9 Los Angeles, CA 90064-1614
10 Telephone: (310) 312-4000
11 Facsimile: (310) 312-4224

12 *Attorneys for Plaintiff and Counter Defendants*
13 WESTPORT INSURANCE CORPORATION and
14 SR CORPORATE SOLUTIONS AMERICA
15 HOLDING CORPORATION, *erroneously sued as*
16 SWISS RE CORPORATE SOLUTIONS
17 AMERICAS HOLDING CORPORATION

18 KLINEDINST, PC
19 HEATHER L. ROSING (SBN 183986)
20 FRANK C. OLAH (SBN 247843)
21 MICHAEL L. MARTUCCI (SBN 279623)
22 777 S. Figueroa St., Suite 2800
23 Los Angeles, CA 90017
24 Telephone: (213) 406-1100
25 Facsimile: (213) 406-1101
26 Email: hrosing@klinedinstlaw.com
27 Email: folah@klinedinstlaw.com
28 Email: mmartucci@klinedinstlaw.com

1 *Attorneys for Defendant*
2 VASQUEZ ESTRADA & CONWAY LLP

3 DONALD W. CARLSON (Bar No.: 79258)
4 ROBERT M. PETERSON (Bar No.: 100084)
5 ERIC K. IWASAKI (Bar No.: 256664)
6 CARLSON, CALLADINE & PETERSON LLP
7 353 Sacramento Street, 16th Floor
8 San Francisco, CA 94111
9 Telephone: (415) 391-3911
10 Facsimile: (415) 391-3898
11 Email: dcarlson@ccplaw.com
12 Email: rpeterson@ccplaw.com
13 Email: eiwasaki@ccplaw.com

14 *Attorneys for Counter-claimants* VASQUEZ
15 ESTRADA & CONWAY LLP, MICHAEL
16 A. VASQUEZ, MICHAEL J. ESTRADA AND
17 PATRICIA KANTOR CONWAY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO

<p>WESTPORT INSURANCE CORPORATION, A MISSOURI CORPORATION,</p> <p>Plaintiff,</p> <p>v.</p> <p>VASQUEZ ESTRADA & CONWAY LLP AND DOES 1-10,</p> <p>Defendants.</p>	<p>Case No. 3:15-cv-05789-JST</p> <p>Assigned to: Hon. Jon S. Tigar</p> <p>STIPULATED PROTECTIVE ORDER</p>
<p>VASQUEZ ESTRADA & CONWAY LLP, MICHAEL A. VASQUEZ, MICHAEL J. ESTRADA AND PATRICIA KANTOR CONWAY,</p> <p>Counter-claimants,</p> <p>v.</p> <p>WESTPORT INSURANCE CORPORATION, A MISSOURI CORPORATION, SWISS RE CORPORATE SOLUTIONS AMERICAS HOLDING CORPORATION, A DELAWARE CORPORATION, AND DOES 1-10,</p> <p>Counter-defendants.</p>	

Plaintiff and Counter-Defendants, Westport Insurance Corporation and SR Corporate Solutions America Holding Corporation, erroneously sued as Swiss Re Corporate Solutions Americas Holding Corporation (collectively referred to here as “Westport”) and Defendant and Counter-Claimant, Vasquez Estrada & Conway LLP, Michael A. Vasquez, Michael J. Estrada and Patricia Kantor Conway (collectively referred to here as “Vasquez”) (together, the “parties”), by and through their respective counsel of record, hereby stipulate and agree as follows:

1. 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

1 disclosure and from use for any purpose other than prosecuting this litigation may be
2 warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the
3 following Stipulated Protective Order. The parties acknowledge that this Order does not
4 confer blanket protections on all disclosures or responses to discovery and that the
5 protection it affords from public disclosure and use extends only to the limited
6 information or items that are entitled to confidential treatment under the applicable legal
7 principles. The parties further acknowledge, as set forth in Section 12.3, below, that this
8 Stipulated Protective Order does not entitle them to file confidential information under
9 seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the
10 standards that will be applied when a party seeks permission from the court to file
11 material under seal.

12 2. DEFINITIONS

13 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
14 information or items under this Order.

15 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how
16 it is generated, stored or maintained) or tangible things that qualify for protection under
17 Federal Rule of Civil Procedure 26(c).

18 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel
19 (as well as their support staff).

20 2.4 Designating Party: a Party or Non-Party that designates information or
21 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL –
22 SUBJECT TO PROTECTIVE ORDER.”

23 2.5 Disclosure or Discovery Material: all items or information, regardless of the
24 medium or manner in which it is generated, stored, or maintained (including, among other
25 things, testimony, transcripts, and tangible things), that are produced or generated in
26 disclosures or responses to discovery in this matter.

27
28

1 2.6 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
3 expert witness or as a consultant in this action.

4 2.7 House Counsel: attorneys who are employees of a party to this action.
5 House Counsel does not include Outside Counsel of Record or any other outside counsel.

6 2.8 Non-Party: any natural person, partnership, corporation, association, or
7 other legal entity not named as a Party to this action.

8 2.9 Outside Counsel of Record: attorneys who are not employees of a party to
9 this action but are retained to represent or advise a party to this action and have appeared
10 in this action on behalf of that party or are affiliated with a law firm which has appeared
11 on behalf of that party.

12 2.10 Party: any party to this action, including all of its officers, directors,
13 employees, consultants, retained experts, and Outside Counsel of Record (and their
14 support staffs).

15 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
16 Discovery Material in this action.

17 2.12 Professional Vendors: persons or entities that provide litigation support
18 services (e.g., photocopying, videotaping, translating, preparing exhibits or
19 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
20 their employees and subcontractors.

21 2.13 Protected Material: any Disclosure or Discovery Material that is designated
22 as "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER."

23 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material
24 from a Producing Party.

25 3. SCOPE

26 3.1 The protections conferred by this Stipulation and Order cover not only
27 Protected Material (as defined above), but also (1) any information copied or extracted
28 from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected

1 Material; and (3) any testimony, conversations, or presentations by Parties or their
2 Counsel that might reveal Protected Material.

3 3.2 However, the protections conferred by this Stipulation and Order do not cover
4 the following information: (a) any information that is in the public domain at the time of
5 disclosure to a Receiving Party or becomes part of the public domain after its disclosure to
6 a Receiving Party as a result of publication not involving a violation of this Order,
7 including becoming part of the public record through trial or otherwise; and (b) any
8 information known to the Receiving Party prior to the disclosure or obtained by the
9 Receiving Party after the disclosure from a source who obtained the information lawfully
10 and under no obligation of confidentiality to the Designating Party.

11 3.3 Any use of Protected Material at trial shall be governed by a separate
12 agreement or order.

13 4. DURATION

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

21 5. DESIGNATING PROTECTED MATERIAL

22 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
23 Party or Non-Party that designates information or items for protection under this Order
24 must take care to limit any such designation to specific material that qualifies under the
25 appropriate standards. The Designating Party must designate for protection only those
26 parts of material, documents, items, or oral or written communications that qualify – so
27 that other portions of the material, documents, items, or communications for which
28 protection is not warranted are not swept unjustifiably within the ambit of this Order.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations that
2 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
3 to unnecessarily encumber or retard the case development process or to impose
4 unnecessary expenses and burdens on other parties) expose the Designating Party to
5 sanctions.

6 If it comes to a Designating Party's attention that information or items that it
7 designated for protection do not qualify for protection, then that Designating Party must
8 promptly notify all other Parties that it is withdrawing the mistaken designation.

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

13 Designation in conformity with this Order requires:

14 (a) for information in documentary form (e.g., paper or electronic
15 documents, but excluding transcripts of depositions or other pretrial or trial proceedings),
16 that the Producing Party affix the legend "CONFIDENTIAL – SUBJECT TO
17 PROTECTIVE ORDER" to each page that contains protected material. If only a portion
18 or portions of the material on a page qualifies for protection, the Producing Party also
19 must clearly identify the protected portion(s) (e.g., by making appropriate markings in the
20 margins).

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 and
24 before the designation, all of the material made available for inspection shall be deemed
25 "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER." After the inspecting Party
26 has identified the documents it wants copied and produced, the Producing Party must
27 determine which documents, or portions thereof, qualify for protection under this Order.
28 Then, before producing the specified documents, the Producing Party must affix the

1 “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” legend to each page that
2 contains Protected Material. If only a portion or portions of the material on a page
3 qualifies for protection, the Producing Party also must clearly identify the protected
4 portion(s) (e.g., by making appropriate markings in the margins).

5 (b) for testimony given in deposition or in other pretrial or trial
6 proceedings, the Producing Party may identify on the record, before the close of the
7 deposition, hearing, or other proceeding, all protected testimony. However, each
8 transcript of testimony shall be considered Protected Material under this Order for thirty
9 (30) days after receipt of the transcript by the Producing Party to permit the Producing
10 Party to review the transcript and designate any information disclosed therein as Protected
11 Material. Thereafter, the transcript will no longer be deemed Protected Material for
12 purposes of this Order, except to the extent so designated when the testimony was given
13 or in a written notice transmitted to all parties within such period of thirty (30) days.
14 Where any portion of a transcript is designated as Protected Material, the Designating
15 Party shall, where practicable, inform the reporter precisely which portions of the
16 transcript should be marked accordingly.

17 (c) for information produced in some form other than documentary and
18 for any other tangible items, that the Producing Party affix in a prominent place on the
19 exterior of the container or containers in which the information or item is stored the
20 legend “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER.” If only a portion or
21 portions of the information or item warrant protection, the Producing Party, to the extent
22 practicable, shall identify the protected portion(s).

23 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
24 to designate qualified information or items does not, standing alone, waive the
25 Designating Party’s right to secure protection under this Order for such material. Upon
26 timely correction of a designation, the Receiving Party must make reasonable efforts to
27 ensure that all inadvertently disclosed information is subsequently treated in accordance
28 with the provisions of this Order.

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
3 of confidentiality at any time. Unless a prompt challenge to a Designating Party's
4 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
5 unnecessary economic burdens, or a significant disruption or delay of the litigation, a
6 Party does not waive its right to challenge a confidentiality designation by electing not to
7 mount a challenge promptly after the original designation is disclosed.

8 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
9 process by providing written notice of each designation it is challenging and describing
10 the basis for each challenge. To avoid ambiguity as to whether a challenge has been made,
11 the written notice must recite that the challenge to confidentiality is being made in
12 accordance with this specific paragraph of the Protective Order. The parties shall attempt
13 to resolve each challenge in good faith and must begin the process by conferring directly
14 (in voice to voice dialogue; other forms of communication are not sufficient) within 14
15 days of the date of service of notice. In conferring, the Challenging Party must explain the
16 basis for its belief that the confidentiality designation was not proper and must give the
17 Designating Party an opportunity to review the designated material, to reconsider the
18 circumstances, and, if no change in designation is offered, to explain the basis for the
19 chosen designation. A Challenging Party may proceed to the next stage of the challenge
20 process only if it has engaged in this meet and confer process first or establishes that the
21 Designating Party is unwilling to participate in the meet and confer process in a timely
22 manner.

23 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
24 intervention, the Designating Party shall file and serve a motion to retain confidentiality
25 under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable)
26 within 21 days of the initial notice of challenge or within 14 days of the parties agreeing
27 that the meet and confer process will not resolve their dispute, whichever is earlier. Each
28 such motion must be accompanied by a competent declaration affirming that the movant

1 has complied with the meet and confer requirements imposed in the preceding paragraph.
2 Failure by the Designating Party to make such a motion including the required declaration
3 within 21 days (or 14 days, if applicable) shall automatically waive the confidentiality
4 designation for each challenged designation. In addition, the Challenging Party may file a
5 motion challenging a confidentiality designation at any time if there is good cause for
6 doing so, including a challenge to the designation of a deposition transcript or any
7 portions thereof. Any motion brought pursuant to this provision must be accompanied by
8 a competent declaration affirming that the movant has complied with the meet and confer
9 requirements imposed by the preceding paragraph.

10 The burden of persuasion in any such challenge proceeding shall be on the
11 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to
12 harass or impose unnecessary expenses and burdens on other parties) may expose the
13 Challenging Party to sanctions. Unless the Designating Party has waived the
14 confidentiality designation by failing to file a motion to retain confidentiality as described
15 above, all parties shall continue to afford the material in question the level of protection to
16 which it is entitled under the Producing Party's designation until the court rules on the
17 challenge.

18 7. ACCESS TO AND USE OF PROTECTED MATERIAL

19 7.1 Basic Principles. A Receiving Party may use Protected Material that is
20 disclosed or produced by another Party or by a Non-Party in connection with this case
21 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
22 Material may be disclosed only to the categories of persons and under the conditions
23 described in this Order. When the litigation has been terminated, a Receiving Party must
24 comply with the provisions of section 13 below (FINAL DISPOSITION).

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

28

1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
2 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
3 may disclose any information or item designated “CONFIDENTIAL – SUBJECT TO
4 PROTECTIVE ORDER” only to:

5 (a) the Receiving Party’s Outside Counsel of Record in this action, as
6 well as employees of said Outside Counsel of Record to whom it is reasonably necessary
7 to disclose the information for this litigation;

8 (b) the officers, directors, and employees (including House Counsel) of
9 the Receiving Party to whom disclosure is reasonably necessary for this litigation and who
10 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (c) Experts (as defined in this Order) of the Receiving Party to whom
12 disclosure is reasonably necessary for this litigation and who have signed the
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14 (d) the court and its personnel;

15 (e) court reporters and their staff, professional jury or trial consultants,
16 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for
17 this litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
18 (Exhibit A);

19 (f) during their depositions, witnesses in the action to whom disclosure
20 is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be
21 Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the
22 court. Pages of transcribed deposition testimony or exhibits to depositions that reveal
23 Protected Material must be separately bound by the court reporter and may not be
24 disclosed to anyone except as permitted under this Stipulated Protective Order.

25 (g) the author or recipient of a document containing the information or a
26 custodian or other person who otherwise possessed or knew the information.

27 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
28 OTHER LITIGATION

1 If a Party is served with a subpoena or a court order issued in other litigation that
2 compels disclosure of any information or items designated in this action as
3 “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER,” that Party must:

4 (a) promptly notify in writing the Designating Party. Such notification
5 shall include a copy of the subpoena or court order;

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

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

12 If the Designating Party timely seeks a protective order, the Party served with the
13 subpoena or court order shall not produce any information designated in this action as
14 “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” before a determination by
15 the court from which the subpoena or order issued, unless the Party has obtained the
16 Designating Party’s permission. The Designating Party shall bear the burden and expense
17 of seeking protection in that court of its confidential material – and nothing in these
18 provisions should be construed as authorizing or encouraging a Receiving Party in this
19 action to disobey a lawful directive from another court.

20 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN
21 THIS LITIGATION

22 (a) The terms of this Order are applicable to information produced by a
23 Non-Party in this action and designated as “CONFIDENTIAL – SUBJECT TO
24 PROTECTIVE ORDER.” Such information produced by Non-Parties in connection with
25 this litigation is protected by the remedies and relief provided by this Order. Nothing in
26 these provisions should be construed as prohibiting a Non-Party from seeking additional
27 protections.

28

1 (b) In the event that a Party is required, by a valid discovery request, to
2 produce a Non-Party's confidential information in its possession, and the Party is subject
3 to an agreement with the Non-Party not to produce the Non-Party's confidential
4 information, then the Party shall:

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

8 (2) promptly provide the Non-Party with a copy of the Stipulated
9 Protective Order in this litigation, the relevant discovery request(s), and a reasonably
10 specific description of the information requested; and

11 (3) make the information requested available for inspection by the
12 Non-Party.

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

21 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

1 person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is
2 attached hereto as Exhibit A.

3 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
4 PROTECTED MATERIAL

5 When a Producing Party gives notice to Receiving Parties that certain inadvertently
6 produced material is subject to a claim of privilege or other protection, the obligations of
7 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).
8 This provision is not intended to modify whatever procedure may be established in an e-
9 discovery order that provides for production without prior privilege review. Pursuant to
10 Federal Rule of Evidence 502(d) and (e), the production of a privileged or work-product-
11 protected document, whether inadvertent or otherwise, is not a waiver of privilege or
12 protection from discovery in this case or in any other federal or state proceeding. For
13 example, the mere production of privileged or work-product-protected documents in this
14 case as part of a mass production is not itself a waiver in this case or in any other federal
15 or state proceeding.

16 12. MISCELLANEOUS

17 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
18 person to seek its modification by the court in the future.

19 12.2 Right to Assert Other Objections. By stipulating to the entry of this
20 Protective Order no Party waives any right it otherwise would have to object to disclosing
21 or producing any information or item on any ground not addressed in this Stipulated
22 Protective Order. Similarly, no Party waives any right to object on any ground to use in
23 evidence of any of the material covered by this Protective Order.

24 12.3 Filing Protected Material. Without written permission from the Designating
25 Party or a court order secured after appropriate notice to all interested persons, a Party
26 may not file in the public record in this action any Protected Material. A Party that seeks
27 to file under seal any Protected Material must comply with Civil Local Rule 79-5.
28 Protected Material may only be filed under seal pursuant to a court order authorizing the

1 sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a
2 sealing order will issue only upon a request establishing that the Protected Material at
3 issue is privileged, protectable as a trade secret, or otherwise entitled to protection under
4 the law. If a Receiving Party's request to file Protected Material under seal pursuant to
5 Civil Local Rule 79-5(d) is denied by the court, then the Receiving Party may file the
6 information in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise
7 instructed by the court.

8 13. FINAL DISPOSITION

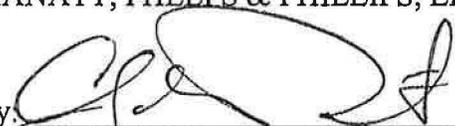
9 Within 60 days after the final disposition of this action, as defined in paragraph 4,
10 each Receiving Party must return all Protected Material to the Producing Party or destroy
11 such material. As used in this subdivision, "all Protected Material" includes all copies,
12 abstracts, compilations, summaries, and any other format reproducing or capturing any of
13 the Protected Material. Whether the Protected Material is returned or destroyed, the
14 Receiving Party must submit a written certification to the Producing Party (and, if not the
15 same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
16 (by category, where appropriate) all the Protected Material that was returned or destroyed
17 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
18 compilations, summaries or any other format reproducing or capturing any of the
19 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
20 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
21 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
22 work product, and consultant and expert work product, even if such materials contain
23 Protected Material. Any such archival copies that contain or constitute Protected Material
24 remain subject to this Protective Order as set forth in Section 4 (DURATION).

25 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

MANATT, PHELPS & PHILLIPS, LLP

Dated: May 25, 2016

By: 
Craig J. de Recat
Attorneys for Plaintiffs and Counter-Defendants
WESTPORT INSURANCE CORPORATION
AND SR CORPORATE SOLUTIONS
AMERICA HOLDING CORPORATION,
ERRONEOUSLY SUED AS SWISS RE
CORPORATE SOLUTIONS AMERICAS
HOLDING CORPORATION

CARLSON, CALLADINE & PETERSON LLP

Dated: May 27, 2016

By: 
Don Carlson
Attorneys for Defendants and Counter-Claimants
VASQUEZ ESTRADA & CONWAY LLP,
MICHAEL A. VASQUEZ, MICHAEL J.
ESTRADA AND PATRICIA KANTOR
CONWAY

KLINEDINST PC

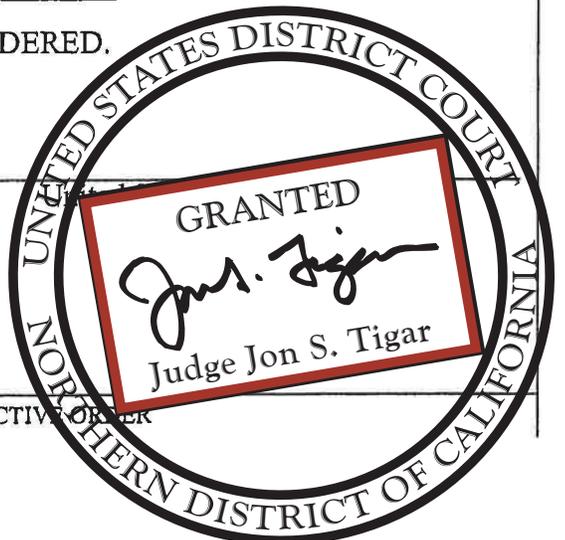
Dated: May 27, 2016

By: 
Heather L. Rosing, Esq.
Frank C. Olah, Esq.
Michael Martucci, Esq.
Attorneys for Defendant VASQUEZ ESTRADA
& CONWAY LLP

PROPOSED ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: May 31, 2016



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that I
have read in its entirety and understand the Stipulated Protective Order that was issued by
the United States District Court for the Northern District of California on _____, 2016, in
the case of *Westport Insurance Corporation et. al. v. Vasquez, Estrada & Conway LLP*
et. al, Case No. 3:15-cv-05789-JST. I agree to comply with and to be bound by all the
terms of this Stipulated Protective Order and I understand and acknowledge that failure to
so comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that is
subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
the Northern District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this
action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and telephone
number] as my California agent for service of process in connection with this action or
any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____