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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

PMA COMPANIES,

Plaintiff,

v.
GENOX TRANSPORTATION, INC., et
al.,

Defendants.

Case No.: 3:20-cv-2540-JLS-RBM

**ORDER GRANTING JOINT
MOTION FOR PROTECTIVE
ORDER WITH MODIFICATIONS**

[Doc. 28]

APPLIED LNG TECHNOLOGIES, LLC,

Cross-Claimant,

v.
LAIRD TRANSPORTATION, LLC,
GENOX TRANSPORTATION, INC.

Cross-Defendants.

APPLIED LNG TECHNOLOGIES, LLC,

Third Party Plaintiff,

v.
CLEANCOR LNG, LLC, JASON
LAIRD,

Third Party Defendants.

1 On April 23, 2021, the parties filed a joint motion requesting the Court to enter the
2 parties' stipulated proposed Protective Order. (Doc. 28.) The Court has considered the
3 parties' proposed Protective Order. See Ex. A. Good cause appearing, the joint motion
4 seeking issuance of a Protective Order is **GRANTED**, however, the parties' proposed
5 Protective Order is modified as follows:

6 **Paragraphs 6.1, 6.2, and 6.3 are Omitted and Modified as Follows:** Paragraph
7 6: "At any stage of these proceedings, any party may object to a designation of materials
8 as confidential information. The party objecting to confidentiality must notify, in writing,
9 counsel for the designating party of the objected-to materials and the grounds for the
10 objection. If the dispute is not resolved consensually between the parties within seven (7)
11 days of receipt of such a notice of objections, the objecting party may move the Court for
12 a ruling on the objection. The materials at issue must be treated as confidential information,
13 as designated by the designating party, until the Court has ruled on the objection or the
14 matter has been otherwise resolved."

15 **Paragraph 12.3 is Modified as Follows:** "Before any materials produced in
16 discovery, answers to interrogatories, responses to requests for admissions, deposition
17 transcripts, or other documents which are designated as confidential information are filed
18 with the Court for any purpose, the party seeking to file such material must seek permission
19 of the Court to file the material under seal."

20 **Paragraph 14 is Added as Follows:** "The Court may modify the terms and
21 conditions of this Order for good cause, or in the interest of justice, or on its own order at
22 any time in these proceedings."

23 **Paragraph 15 is Added as Follows:** "Without separate Court order, the Protective
24 Order and the parties' stipulation do not change, amend, or circumvent any Court rule,
25 Chambers rule or Local Rule."

26 ///

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1 **Exhibit A is Modified as Follows:**

2 "EXHIBIT A

3 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

4 I, _____ [print or type full name], of
5 _____ [print or type full address], declare

6 under penalty of perjury that I have read in its entirety and understand the Stipulated
7 Protective Order that was issued by the United States District Court for the Southern
8 District of California on April ____, 2021 in the case of *PMA Companies v. Genox*
9 *Transportation, Inc., et al. and Related Cross-Action and Third Party Plaintiff Action*,
10 Case No. 20CV2540 JLS RBM. I agree to comply with and to be bound by all the terms
11 of this Stipulated Protective Order and I understand and acknowledge that failure to so
12 comply could expose me to sanctions and punishment in the nature of contempt. I
13 solemnly promise that I will not disclose in any manner any information or item that is
14 subject to this Stipulated Protective Order to any person or entity except in strict
15 compliance with the provisions of this Order.

16 I acknowledge that, by signing this agreement, I am subjecting myself to the
17 jurisdiction of the United States District Court for the Southern District of California with
18 respect to enforcement of this Protective Order.

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

23
24 Date: _____

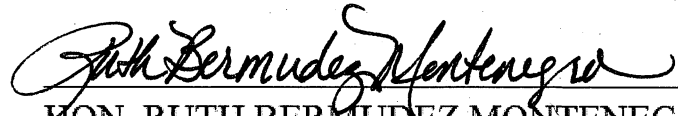
25 City and State where sworn and signed: _____

26
27 Printed name: _____

28 Signature: _____ ”

IT IS SO ORDERED.

Dated: April 26, 2021


HON. RUTH BERMUDEZ MONTENEGRO
UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

PMA COMPANIES,

Plaintiff,

v.

GENOX TRANSPORTATION INC.,
APPLIED LNG TECHNOLOGIES, LLC,
LAIRD TRANSPORTATION, LLC, and
DOES 1 through 20, inclusive,

Defendants.

APPLIED LNG TECHNOLOGIES, LLC,

Cross-Claimant,

v .

LAIRD TRANSPORTATION, LLC,
GENOX TRANSPORTATION, INC.,

Cross-Defendants.

APPLIED LNG TECHNOLOGIES, LLC,

Third-Party Plaintiff,

v .

CLEANCOR LNG, LLC, JASON LAIRD,

Third-Party Defendants.

Case No. 20-cv-2540-JLS-RBM

**ORDER RE:
PARTIES’ STIPULATED PROTECTIVE
ORDER**

Plaintiff PMA COMPANIES, Defendant/Cross-Defendant GENOX TRANSPORTATION INC., Defendant/Cross-Claimant/Third-Party Plaintiff APPLIED LNG TECHNOLOGIES, LLC, and Third-Party Defendant CLEANCOR LNG, LLC (collectively the “Parties”), by and through their respective counsel of record, hereby enter into this Stipulated Protective Order.

1 PURPOSES AND LIMITATIONS

2 Discovery activity in this action is likely to involve production of confidential, proprietary,
3 or private information for which special protection from public disclosure and from use for any
4 purpose other than prosecuting or defending this litigation may be warranted, including, but not
5 limited to, confidential research, technical, cost, price, marketing or other commercial information,
6 as well as information and documents relating to claim handling, underwriting, subrogation, loss
7 calculation and estimating, and loss payment policies, procedures, and guidelines. Accordingly, the
8 Parties hereby stipulate to, and petition the court to enter, the following Stipulated Protective Order.
9 The parties acknowledge that this Order does not confer blanket protections on all responses to
10 discovery and that the protection it affords from public disclosure and use extends only to the
11 limited information or items that are entitled to confidential treatment under the applicable legal
12 principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated
13 Protective Order does not entitle them to file confidential information under seal; Civil Local Rules
14 2.2 and 79.2 set forth the procedures that must be followed and the standards that will be applied
15 when a party seeks permission from the Court to file material under seal.

16 DEFINITIONS

17 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
18 information or items under this Order.

19 2.2 “CONFIDENTIAL” Information or Items: Information (regardless of how it is
20 generated, stored, or maintained) or tangible things that qualify for protection under Federal Rule of
21 Civil Procedure 26(c).

22 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well
23 as their support staff).

24 2.4 Designating Party: a Party or Non-Party that designates information or items that it
25 produces in responses to discovery as “CONFIDENTIAL.”

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

1 in this matter.

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

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

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

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

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

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

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

21 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
22 “CONFIDENTIAL.”

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

25 3. SCOPE

26 The protections conferred by this Stipulation and Order cover not only Protected Material
27 (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all
28 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,

1 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
2 However, the protections conferred by this Stipulation and Order do not cover the following
3 information: (a) any information that is in the public domain at the time of disclosure to a Receiving
4 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of
5 publication not involving a violation of this Order, including becoming part of the public record
6 through trial or otherwise; and (b) any information known to the Receiving Party prior to the
7 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the
8 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of
9 Protected Material at trial shall be governed by a separate agreement or order.

10 4. DURATION

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

17 The Parties agree to be bound by the Stipulated Protective Order pending its approval and
18 entry by the Court. In the event that the Court modifies this Stipulated Protective order, or in the
19 event that the Court enters a different protective order, the Parties agree to be bound by this
20 Stipulation and Protective Order until such a time as the Court may enter such a different Order. It
21 is the Parties' intent to be bound by the terms of this Stipulation and Protective Order pending its
22 entry so as to allow for immediate production of CONFIDENTIAL Information or Items,
23 Disclosure or Discovery Material, and/or Protected Material.

24 5. DESIGNATING PROTECTED MATERIAL

25 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
26 Non-Party that designates information or items for protection under this Order must take care to
27 limit any such designation to specific material that qualifies under the appropriate standards. The
28 Designating Party must designate for protection only those parts of material, documents, items, or

1 oral or written communications that qualify – so that other portions of the material, documents,
2 items, or communications for which protection is not warranted are not swept unjustifiably within
3 the ambit of this Order.

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

8 If it comes to a Designating Party’s attention that information or items that it designated for
9 protection do not qualify for protection, that Designating Party must promptly notify all other
10 Parties that she and/or it is withdrawing the mistaken designation.

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

16 (a) for information in documentary form (e.g., paper or electronic documents, but
17 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
18 affix the legend “CONFIDENTIAL” to each page that contains protected material. If only a portion
19 or portions of the material on a page qualifies for protection, the Producing Party also must clearly
20 identify the protected portion(s) (e.g., by making appropriate markings in the margins). A Party or
21 Non-Party that makes original documents or materials available for inspection need not designate
22 them for protection until after the inspecting Party has indicated which material it would like copied
23 and produced. During the inspection and before the designation, all of the material made available
24 for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the
25 documents it wants copied and produced, the Producing Party must determine which documents, or
26 portions thereof, qualify for protection under this Order. Then, before producing the specified
27 documents, the Producing Party must affix the “CONFIDENTIAL” legend to each page that
28 contains Protected Material. If only a portion or portions of the material on a page qualifies for

1 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making
2 appropriate markings in the margins).

3 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
4 Designating Party identify on the record, before the close of the deposition, hearing, or other
5 proceeding, all protected testimony.

6 (c) for information produced in some form other than documentary and for any other
7 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or
8 containers in which the information or item is stored the legend “CONFIDENTIAL.” If only a
9 portion or portions of the information or item warrant protection, the Producing Party, to the extent
10 practicable, shall identify the protected portion(s).

11 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
12 designate qualified information or items does not, standing alone, waive the Designating Party’s
13 right to secure protection under this Order for such material. Upon timely correction of a
14 designation, the Receiving Party must make reasonable efforts to assure that the material is treated
15 in accordance with the provisions of this Order.

16 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

17 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
18 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
19 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
20 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
21 challenge a confidentiality designation by electing not to mount a challenge promptly after the
22 original designation is disclosed.

23 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
24 by providing written notice of each designation she and/or it is challenging and describing the basis
25 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice
26 must recite that the challenge to confidentiality is being made in accordance with this specific
27 paragraph of the Protective Order. The parties shall attempt to resolve each challenge in good faith
28 and must begin the process by conferring directly– via telephone and/or written communication –

1 within 14 days of the date of service of notice. In conferring, the Challenging Party must explain
2 the basis for its belief that the confidentiality designation was not proper and must give the
3 Designating Party an opportunity to review the designated material, to reconsider the
4 circumstances, and, if no change in designation is offered, to explain the basis for the chosen
5 designation. A Challenging Party may proceed to the next stage of the challenge process only if it
6 has engaged in this meet and confer process first or establishes that the Designating Party is
7 unwilling to participate in the meet and confer process in a timely manner.

8 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
9 intervention, the Designating Party shall file and serve a motion to retain confidentiality within
10 under Civil Local Rule 141 within 21 days of the initial notice of challenge or within 14 days of the
11 Parties agreeing that the meet and confer process will not resolve their dispute, whichever is earlier.
12 Each such motion must be accompanied by a competent declaration affirming that the movant has
13 complied with the meet and confer requirements imposed in the preceding paragraph. Failure by the
14 Designating Party to make such a motion including the required declaration within 21 days (or 14
15 days, if applicable) shall automatically waive the confidentiality designation for each challenged
16 designation. In addition, the Challenging Party may file a motion challenging a confidentiality
17 designation at any time if there is good cause for doing so, including a challenge to the designation
18 of a deposition transcript or any portions thereof. Any motion brought pursuant to this provision
19 must be accompanied by a competent declaration affirming that the movant has complied with the
20 meet and confer requirements imposed by the preceding paragraph.

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

1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
3 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
4 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
5 the categories of persons and under the conditions described in this Order. When the litigation has
6 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
7 DISPOSITION). Protected Material must be stored and maintained by a Receiving Party at a
8 location and in a secure manner that ensures that access is limited to the persons authorized under
9 this Order.

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

13 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
14 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
15 information for this litigation, provided, however, that by signing below, Outside Counsel of
16 Record agrees to be bound by the terms of this Stipulated Protective Order and that each non-
17 attorney given access to Protected Material shall be advised that such Protected Materials are being
18 disclosed pursuant to and are subject to the terms of this Stipulation and Order and that they may
19 not be disclosed other than pursuant to the terms of this Stipulation and Order;

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

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

26 (d) the Court and its personnel;

27 (e) Court reporters and their staff, professional jury or trial consultants, mock jurors,
28 and Professional Vendors to whom disclosure is reasonably necessary for this litigation, and who

1 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

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

10 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
11 LITIGATION

12 If a Party is served with a subpoena or a court order issued in other litigation that compels
13 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party
14 must:

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

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

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

22 If the Designating Party timely seeks a protective order, the Party served with the subpoena
23 or court order shall not produce any information designated in this action as “CONFIDENTIAL”
24 before a determination by the court from which the subpoena or order issued, unless the Party has
25 obtained the Designating Party’s permission. The Designating Party shall bear the burden and
26 expense of seeking protection in that court of its confidential material – and nothing in these
27 provisions should be construed as authorizing or encouraging a Receiving Party in this action to
28 disobey a lawful directive from another court.

1 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
2 LITIGATION

3 (a) The terms of this Order are applicable to information produced by a Non-Party in
4 this action and designated as "CONFIDENTIAL." Such information produced by Non-Parties in
5 connection with this litigation is protected by the remedies and relief provided by this Order.
6 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional
7 protections.

8 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-
9 Party's confidential information in her and/or its possession, and the Party is subject to an
10 agreement with the Non-Party not to produce the Non-Party's confidential information, then the
11 Party shall:

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

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

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

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

25 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

26 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
27 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
28 the Receiving Party must immediately (a) notify in writing the Designating Party of the

1 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected
2 Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the
3 terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and
4 Agreement to Be Bound” that is attached hereto as Exhibit A.

5 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
6 MATERIAL

7 When a Producing Party gives notice to Receiving Party that certain inadvertently produced
8 material is subject to a claim of privilege or other protection, the obligations of the Receiving Party
9 are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to
10 modify whatever procedure may be established in an e-discovery order that provides for production
11 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
12 parties reach an agreement on the effect of disclosure of a communication or information covered
13 by the attorney-client privilege or work product protection, the Parties may incorporate their
14 agreement in the stipulated protective order submitted to the Court.

15 12. MISCELLANEOUS

16 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
17 seek its modification by the Court in the future.

18 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
19 no Party waives any right it otherwise would have to object to disclosing or producing any
20 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
21 Party waives any right to object on any ground to use in evidence of any of the material covered by
22 this Protective Order.

23 12.3 Filing Protected Material. Without written permission from the Designating Party or
24 a court order secured after appropriate notice to all interested persons, a Party may not file in the
25 public record in this action any Protected Material. A Party that seeks to file under seal any
26 Protected Material must comply with Civil Local Rule 141. Protected Material may only be filed
27 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at
28 issue. Pursuant to Civil Local Rule 141, a sealing order will issue only upon a request establishing

1 that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled
2 to protection under the law. If a Receiving Party’s request to file Protected Material under seal
3 Pursuant to Civil Local Rule 141 is denied by the Court, then the Receiving Party may file the
4 information in the public record pursuant to Civil Local Rule 141 unless otherwise instructed by the
5 Court.

6 13. FINAL DISPOSITION

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

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1 Any such archival copies that contain or constitute Protected Material remain subject to this
2 Protective Order as set forth in Section 4 (DURATION).

3 **IT IS SO STIPULATED.**

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5 Dated: April __, 2021

HAIGHT BROWN & BONESTEEL LLP

6

7

By: _____

8

Krsto Mijanovic
Steven A. Scordalakis
Attorneys for Defendant/Cross-Defendant
GENOX TRANSPORTATION, INC.

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11 Dated: April __, 2021

PETRIE LEATH LARRIVEE & O'ROURKE, LLP

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By: _____

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David M. Leath
Attorneys for Plaintiff PMA COMPANIES

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17 Dated: April __, 2021

ARIAS & LOCKWOOD, APLC

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By: _____

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Christopher D. Lockwood
Attorneys for Defendant/Cross-Claimant/Third-
Party Plaintiff APPLIED LNG TECHNOLOGIES,
LLC

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23 Dated: April __, 2021

Santa Cruz, Cannon & Kothary
Employees of Liberty Mutual Group, Inc.

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By: _____

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Penny Ostin
Attorneys for Defendant/Cross-Claimant/Third-
Party Plaintiff APPLIED LNG TECHNOLOGIES,
LLC

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Dated: April __, 2021

FULLER LAW GROUP P.C.

By: _____
Craig Fuller
Attorney for Third-Party Defendant
CLEANCOR LNG, LLC

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: _____

JUDGE OF THE UNITED STATES DISTRICT
COURT, SOUTHERN DISTRICT OF
CALIFORNIA

Haight

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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 Southern District of California on April ____, 2021 in the case
of *PMA Companies v. Genox Transportation, Inc., et al. and Related Cross-Action and Third Party
Plaintiff Action*, Case No. 20CV2540 JLS MSB. 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 Sacramento County Superior Court 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: _____