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

UNITED STATES AVIATION  
UNDERWRITERS INC., individually  
and on behalf of United States Aircraft  
Insurance Group,

Plaintiff/Counterdefendant,

v.

AEROSPIKE IRON, LLC, and  
CHARLES BRANDES,

Defendants/Counterclaimants,

v.

ACE AMERICAN INSURANCE  
COMPANY and NATIONAL  
LIABILITY & FIRE INSURANCE  
COMPANY,

Counterdefendants.

Case No. 3:21-cv-000758-GPC-BLM

**STIPULATED PROTECTIVE  
ORDER**

1 The Court recognizes that at least some of the documents and information  
2 (“materials”) being sought through discovery in the above-captioned action are  
3 normally kept confidential by the parties. The parties have agreed to be bound by the  
4 terms of this Stipulated Protective Order (“Order”) in this action.

5 The materials to be exchanged throughout the course of the litigation between  
6 the parties may contain information protected from disclosure by law or that should be  
7 protected from disclosure as confidential personal information, medical information,  
8 trade secrets, personnel records, or such other sensitive information that is not publicly  
9 available. The purpose of this Order is to protect the confidentiality of such materials  
10 as much as practical during the litigation. THEREFORE:

11 DEFINITIONS

12 1. The term “confidential information” will mean and include information  
13 contained or disclosed in any materials, including documents, portions of documents,  
14 answers to interrogatories, responses to requests for admissions, trial testimony,  
15 deposition testimony, and transcripts of trial testimony and depositions, including data,  
16 summaries, and compilations derived therefrom that is deemed to be confidential  
17 information by any party to which it belongs.

18 2. The term “materials” will include, but is not limited to: documents;  
19 correspondence; memoranda; bulletins; blueprints; specifications; customer lists or  
20 other material that identify customers or potential customers; price lists or schedules  
21 or other matter identifying pricing; minutes; telegrams; letters; statements; cancelled  
22 checks; contracts; invoices; drafts; books of account; worksheets; notes of  
23 conversations; desk diaries; appointment books; expense accounts; recordings;  
24 photographs; motion pictures; compilations from which information can be obtained  
25 and translated into reasonably usable form through detection devices; sketches;  
26 drawings; notes (including laboratory notebooks and records); reports; instructions;  
27 disclosures; other writings; models and prototypes and other physical objects.

1 3. The term “counsel” will mean outside counsel of record, and other  
2 attorneys, paralegals, secretaries, and other support staff employed in the law firms  
3 identified below:

4 CUNNINGHAM SWAIM, LLP Attorneys for  
5 Plaintiff/Counterdefendants

6 PROCOPIO, CORY,  
HARGREAVES & SAVITCH LLP Attorneys for  
7 Defendants/Counterclaimants

8 ECKERT SEAMANS  
CHERIN & MELLOTT, LLC Attorneys for  
9 Defendants/Counterclaimants

10 “Counsel” also includes in-house attorneys, paralegals, secretaries, and other support  
11 staff for Plaintiff/Counterdefendants United States Aviation Underwriters Inc.,  
12 individually and on behalf of United States Aircraft Insurance Group;  
13 Defendant/Counterclaimant Aerospike Iron, LLC; and Counterdefendants ACE  
14 American Insurance Company and National Liability & Fire Insurance Company.

15 GENERAL RULES

16 4. Each party to this litigation that produces or discloses any materials,  
17 answers to interrogatories, responses to requests for admission, trial testimony,  
18 deposition testimony, and transcripts of trial testimony and depositions, or information  
19 that the producing party believes should be subject to this Protective Order may  
20 designate the same as “CONFIDENTIAL” or “CONFIDENTIAL - FOR COUNSEL  
21 ONLY.”

22 a. Designation as “CONFIDENTIAL”: Any party may designate  
23 information as “CONFIDENTIAL” only if, in the good faith belief of such party and  
24 its counsel, the unrestricted disclosure of such information could be potentially  
25 prejudicial to the business or operations of such party and/or such information is  
26 protected from disclosure by law or should be protected from disclosure as confidential  
27 personal information, medical information, trade secrets, personnel records, or such  
28 other sensitive information that is not publicly available.

1           b.     Designation as “CONFIDENTIAL - FOR COUNSEL ONLY”: Any  
2 party may designate information as “CONFIDENTIAL - FOR COUNSEL ONLY”  
3 only if, in the good faith belief of such party and its counsel, the information is among  
4 that considered to be most sensitive by the party, including but not limited to trade  
5 secret or other confidential research, development, financial, or other personal or  
6 commercial information.

7           5.     In the event the producing party elects to produce materials for inspection,  
8 no marking need be made by the producing party in advance of the initial inspection.  
9 For purposes of the initial inspection, all materials produced will be considered as  
10 “CONFIDENTIAL - FOR COUNSEL ONLY,” and must be treated as such pursuant  
11 to the terms of this Order. Thereafter, upon selection of specified materials for copying  
12 by the inspecting party, the producing party must, within a reasonable time prior to  
13 producing those materials to the inspecting party, mark the copies of those materials  
14 that contain confidential information with the appropriate confidentiality marking.

15           6.     Whenever a deposition taken on behalf of any party involves a disclosure  
16 of confidential information of any party:

17           a.     the deposition or portions of the deposition must be designated as  
18 containing confidential information subject to the provisions of this  
19 Order; such designation must be made on the record whenever  
20 possible, but a party may designate portions of depositions as  
21 containing confidential information after transcription of the  
22 proceedings; a party will have until fourteen (14) days after receipt  
23 of the deposition transcript to inform the other party or parties to  
24 the action of the portions of the transcript to be designated  
25 “CONFIDENTIAL” or “CONFIDENTIAL - FOR COUNSEL  
26 ONLY.”  
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- 1           b.     the disclosing party will have the right to exclude from attendance  
2                     at the deposition, during such time as the confidential information  
3                     is to be disclosed, any person other than the deponent, counsel  
4                     (including their staff and associates), the court reporter, and the  
5                     person(s) agreed upon pursuant to paragraph 9 below; and  
6           c.     the originals of the deposition transcripts and all copies of the  
7                     deposition must bear the legend “CONFIDENTIAL” or  
8                     “CONFIDENTIAL - FOR COUNSEL ONLY,” as appropriate, and  
9                     the original or any copy ultimately presented to a court for filing  
10                    must not be filed unless it can be accomplished under seal,  
11                    identified as being subject to this Order, and protected from being  
12                    opened except by order of this Court.

13           7.     All confidential information designated as “CONFIDENTIAL” or  
14           “CONFIDENTIAL - FOR COUNSEL ONLY” must not be disclosed by the receiving  
15           party to anyone other than those persons designated within this Order and must be  
16           handled in the manner set forth below and, in any event, must not be used for any  
17           purpose other than in connection with this litigation, unless and until such designation  
18           is removed either by agreement of the parties, or by order of the Court.

19           8.     Information designated “CONFIDENTIAL - FOR COUNSEL ONLY”  
20           must be viewed only by counsel (as defined in paragraph 3) of the receiving party.

21           9.     The right of any independent expert to receive any information designated  
22           as “CONFIDENTIAL” or “CONFIDENTIAL - FOR COUNSEL ONLY” will be  
23           subject to their execution of the form attached hereto as Exhibit A, in advance of  
24           providing any information designated as “CONFIDENTIAL” or “CONFIDENTIAL -  
25           FOR COUNSEL ONLY” information to the expert.

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1           13.   Filing Under Seal. Before any materials produced in discovery, answers  
2 to interrogatories, responses to requests for admissions, deposition transcripts, or other  
3 documents which are designated as confidential information are filed with the Court  
4 for any purpose, the party seeking to file such material must seek permission of the  
5 Court to file the material under seal. No document may be filed under seal, i.e., closed  
6 to inspection by the public except pursuant to a Court order that authorizes the sealing  
7 of the particular document, or portions of it. A sealing order may issue only upon a  
8 showing that the information is privileged or protectable under the law. The request  
9 must be narrowly tailored to seek sealing only of the confidential or privileged  
10 material. To file a document under seal, the parties must comply with the procedures  
11 explained in Section 2.j of the Electronic Case Filing Administrative Policies and  
12 Procedures Manual for the United States District Court for the Southern District of  
13 California and Civil Local Rule 79.2. In addition, in accordance with Judge Major’s  
14 preferences, a party must file a “public” version of any document that it seeks to file  
15 under seal. In the public version, the party may redact only that information that is  
16 deemed “Confidential.” The party should file the redacted document(s)  
17 simultaneously with a joint motion or ex parte application requesting that the  
18 confidential portions of the document(s) be filed under seal and setting forth good  
19 cause for the request.

20           14.   At any stage of these proceedings, any party may object to a designation  
21 of the materials as confidential information. The party objecting to confidentiality  
22 must notify, in writing, counsel for the designating party of the objected-to materials  
23 and the grounds for the objection. If the dispute is not resolved consensually between  
24 the parties within seven (7) days of receipt of such a notice of objections, the objecting  
25 party may move the Court for a ruling on the objection. The materials at issue must  
26 be treated as confidential information, as designated by the designating party, until the  
27 Court has ruled on the objection or the matter has been otherwise resolved.

1           15. All confidential information must be held in confidence by those  
2 inspecting or receiving it, and must be used only for purposes of this action. Counsel  
3 for each party, and each person receiving confidential information must take  
4 reasonable precautions to prevent the unauthorized or inadvertent disclosure of such  
5 information. If confidential information is disclosed to any person other than a person  
6 authorized by this Order, the party responsible for the unauthorized disclosure must  
7 immediately bring all pertinent facts relating to the unauthorized disclosure to the  
8 attention of the other parties and, without prejudice to any rights and remedies of the  
9 other parties, make every effort to prevent further disclosure by the party and by the  
10 person(s) receiving the unauthorized disclosure.

11           16. No party will be responsible to another party for disclosure of confidential  
12 information under this Order if the information in question is not labeled or otherwise  
13 identified as such in accordance with this Order.

14           17. If a party, through inadvertence, produces any confidential information  
15 without labeling or marking or otherwise designating it as such in accordance with this  
16 Order, the designating party may give written notice to the receiving party that the  
17 document or thing produced is deemed confidential information, and that the document  
18 or thing produced should be treated as such in accordance with that designation under  
19 this Order. The receiving party must treat the materials as confidential, once the  
20 designating party so notifies the receiving party. If the receiving party has disclosed  
21 the materials before receiving the designation, the receiving party must notify the  
22 designating party in writing of each such disclosure. Counsel for the parties will agree  
23 on a mutually acceptable manner of labeling or marking the inadvertently produced  
24 materials as “CONFIDENTIAL” or “CONFIDENTIAL - FOR COUNSEL ONLY” -  
25 SUBJECT TO PROTECTIVE ORDER.

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1           18. Nothing within this Order will prejudice the right of any party to object  
2 to the production of any discovery material on the grounds that the material is protected  
3 as privileged or as attorney work product.

4           19. Nothing in this Order will bar counsel from rendering advice to their  
5 clients with respect to this litigation and, in the course thereof, relying upon any  
6 information designated as confidential information, provided that the contents of the  
7 information must not be disclosed.

8           20. This Order will be without prejudice to the right of any party to oppose  
9 production of any information for lack of relevance or any other ground other than the  
10 mere presence of confidential information. The existence of this Order must not be  
11 used by either party as a basis for discovery that is otherwise improper under the  
12 Federal Rules of Civil Procedure.

13           21. Nothing within this Order will be construed to prevent disclosure of  
14 confidential information if such disclosure is required by law or by order of the Court.  
15 If a party is served with a request, subpoena, or court order that would require  
16 disclosure of any confidential information that is subject to this Order, the receiving  
17 party must so notify the producing party (and, if not the same person or entity, the  
18 designating party), in writing promptly and in no event more than ten (10) days after  
19 receiving the request, subpoena, or order, or such shorter time as may be reasonably  
20 necessary under the circumstances. Such notification must include a copy of the  
21 request, subpoena, or order. The purpose of imposing this duty is to afford the  
22 producing or designating party an opportunity to try to protect its confidentiality  
23 interests in the forum from which the request, subpoena, or order issued. The  
24 producing or designating party shall bear the burdens and the expenses of seeking  
25 protection in that forum of its confidential information. Nothing in these provisions  
26 should be construed as authorizing or encouraging a receiving party to disobey a lawful  
27 directive from another court or tribunal.

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1           22. Upon final termination of this action, including any and all appeals,  
2 counsel for each party must, upon request of the producing party, return all confidential  
3 information or certify that all confidential information has been destroyed.  
4 Notwithstanding the foregoing, counsel for each party may retain all pleadings, briefs,  
5 memoranda, motions, and other documents filed with the Court that refer to or  
6 incorporate confidential information, and will continue to be bound by this Order with  
7 respect to all such retained information. Further, attorney work product materials that  
8 contain confidential information need not be destroyed, but, if they are not destroyed,  
9 the person in possession of the attorney work product will continue to be bound by this  
10 Order with respect to all such retained information.

11           23. The restrictions and obligations set forth within this Order will not apply  
12 to any information that: (a) the parties agree should not be designated confidential  
13 information; (b) the parties agree, or the Court rules, is already public knowledge; (c)  
14 the parties agree, or the Court rules, has become public knowledge other than as a  
15 result of disclosure by the receiving party, its employees, or its agents in violation of  
16 this Order; or (d) has come or will come into the receiving party's legitimate  
17 knowledge independently of the production by the designating party. Prior knowledge  
18 must be established by pre-production documentation.

19           24. The restrictions and obligations within this Order will not be deemed to  
20 prohibit discussions of any confidential information with anyone if that person already  
21 has or obtains legitimate possession of that information.

22           25. Transmission by email or some other currently utilized method of  
23 transmission is acceptable for all notification purposes within this Order.

24           26. This Order may be modified by agreement of the parties, subject to  
25 approval by the Court.

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1           27.    Modification of the Protective Order by the Court. The Court may  
2 modify the terms and conditions of this Order for good cause, or in the interest of  
3 justice, or on its own order at any time in these proceedings. The parties respectfully  
4 request that the Court provide them with notice of the Court’s intent to modify the  
5 Order and the content of those modifications prior to entry of such an order, but  
6 acknowledge that nothing in this Order entitles them to such notice.

7           28.    Continuing Jurisdiction. The Court shall retain jurisdiction for a period  
8 of one (1) year after conclusion of this action to enforce the terms of this Order.

9           **IT IS SO ORDERED.**

10 Dated: 2/24/2022

  
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Hon. Barbara L. Major  
United States Magistrate Judge

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[Exhibit A]

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

UNITED STATES AVIATION  
UNDERWRITERS INC., individually  
and on behalf of United States Aircraft  
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Plaintiff/Counterdefendant,

v.

AEROSPIKE IRON, LLC, and  
CHARLES BRANDES,

Defendants/Counterclaimants,

v.

ACE AMERICAN INSURANCE  
COMPANY and NATIONAL  
LIABILITY & FIRE INSURANCE  
COMPANY,

Counterdefendants.

Case No. 3:21-cv-000758-GPC-BLM

**CONSENT TO BE BOUND BY  
STIPULATED PROTECTIVE  
ORDER**

The undersigned hereby agrees, in accordance with the provisions of the Stipulated Protective Order entered in the above-captioned lawsuit (the “Stipulated Protective Order”), to be bound thereby, and further states that he or she has read the Stipulated Protective Order and understands and agrees to the terms and conditions thereof. The undersigned also agrees to submit to the jurisdiction of the above-captioned court if an issue arises with regard to his or her compliance with the terms of the Stipulated Protective Order.

1 Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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By: \_\_\_\_\_

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Print Name: \_\_\_\_\_

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