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7 UNITED STATES DISTRICT COURT
8 DISTRICT OF NEVADA

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10 ANDREW CORDOVA,

11 Plaintiff,

12 vs.

13 AMERICAN FAMILY MUTUAL
INSURANCE COMPANY, DOE
14 INDIVIDUALS I-X AND ROE
CORPORATINS I-X, inclusive,

15 Defendants.
16

CASE NO: 2:13-cv-1111-APG-VCF

STIPULATED CONFIDENTIALITY
AGREEMENT AND PROTECTIVE
ORDER

17 STIPULATED CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER

18 It appearing to the Court that the Plaintiff, ANDREW CORDOVA ("Plaintiff") and
19 Defendant AMERICAN FAMILY MUTUAL INSURANCE COMPANY ("AFMIC") are in
20 agreement that AFMIC possesses proprietary policies and procedures that include
21 confidential information that may be subject to discovery in the proceedings in this matter
22 but which should not be made available to the public generally, this Court hereby orders
23 that:

24 1. This Confidentiality Agreement and Protective Order shall govern certain
25 discovery and document production among the parties, as well as discovery and
26 document production from third parties, in the above-referenced action.

27 2. For purposes of this Confidentiality Agreement and Protective Order, the
28 term "Confidential Information" shall refer to: (1) information which any party or non-party

1 believes in good faith to be a trade secret or confidential research, development,
2 commercial, or other proprietary business information within the meaning of FRCP
3 26(c)(1)(G); and (2) documents and/or testimony that may reveal confidential, proprietary,
4 personal, or commercially sensitive information. Such Confidential Information may be
5 contained in any written, printed, recorded, or graphic matter of any kind and shall retain
6 its confidential designation regardless of the medium on which it is produced, reproduced,
7 or stored. Such Confidential Information may also be elicited at deposition or through
8 written discovery.

9 3. Whenever any party or non-party desires to designate information
10 contained in a document as Confidential Information, the designating party shall mark
11 each page of the document with the word "CONFIDENTIAL" and identify such
12 Confidential Information at the time of production. Confidential Information may be used
13 in the course of depositions in accordance with this Confidentiality Order.

14 4. Transcripts or exhibits from any deposition or hearing shall be temporarily
15 designated as "Confidential" and be treated as subject to the terms of this Stipulation.
16 Within forty-five (45) days of receipt of such transcripts and exhibits, Counsel will
17 designate the pages of the transcripts or exhibits which shall remain designated as
18 "Confidential" and will advise all other parties. If no designation is made within forty-five
19 (45) days, the entire transcript and all exhibits will be deemed not confidential.

20 5. All documents produced or information disclosed and any other records
21 designated as "confidential" by AFMIC shall be revealed only to:

- 22 a) Plaintiff;
- 23 b) Plaintiff's counsel of record in this case;
- 24 c) Defendant;
- 25 d) Defendant's counsel of record in this case;
- 26 e) Paralegals and secretarial employees under counsels' direct supervision;
- 27 f) Outside photocopying, translating, document management, and exhibit
28 preparation services engaged by a party for purposes of this litigation;

- 1 g) Persons employed by counsel to act as consultants or experts in this action;
2 h) Any other person AFMIC agrees in writing may be shown such documents; and
3 i) The Court and court personnel, stenographic reporters, and videographers at
4 depositions taken in this action and any jury empanelled in this action, subject to
5 the protections of Paragraphs 3, 4, and 9 of this Order.

6 6. The information considered as "confidential" and disclosed only in accord
7 with the terms of Paragraph 5 shall include, without limitation, any claims manual, training
8 materials, and any other information or documentation supplied by AFMIC and
9 designated as "Confidential."

10 7. Documents deemed confidential by AFMIC shall be used only for the
11 purposes of prosecuting or defending this action. Under no circumstances shall
12 information or materials covered by this Protective Order be disclosed to or discussed
13 with anyone other than the individuals designated in Paragraph 5.

14 8. Prior to disclosure of any documents designated as "confidential" to any
15 individual who is not a signator to this Agreement, counsel shall require such individual to
16 read this Protective Order and sign the Agreement which is attached hereto as Exhibit A
17 and shall provide a copy of the signed Agreement to counsel for AFMIC.

18 9. Prior to filing any motion wherein information designated as "Confidential" is
19 referenced or attached, Plaintiff shall comply with LR 10-5(b) and *Kamakana v. City and*
20 *County of Honolulu*, 447 F.3d 1172 (9th Cir. 2006) or provide Counsel for Defendant
21 reasonable time, but in any event not fewer than 10 judicial days, to file a motion pursuant
22 to LR 10-5(b) and *Kamakana* to show particularized good cause or particularized
23 compelling reasons to file those documents under seal.

24 LR 10-5(b) provides:

25 Unless otherwise permitted by statute, rule or prior Court order,
26 papers filed with the Court under seal shall be accompanied by a
27 motion for leave to file those documents under seal, and shall be filed
28 in accordance with the Court's electronic filing procedures. If papers
are filed under seal pursuant to prior Court order, the papers shall
bear the following notation on the first page, directly under the case

1 number: "FILED UNDER SEAL PURSUANT TO COURT ORDER
2 DATED ____." All papers filed under seal will remain sealed until
3 such time as the Court may deny the motion to seal or enter an order
4 to unseal them, or the documents are unsealed pursuant to Local
5 Rule.

6 Pursuant to *Kamakana* and LR 10-5(b), any documents designated as
7 "Confidential" and attached to a non-dispositive motion must be accompanied by a motion
8 showing a particularized good cause for leave to file those documents under seal. And,
9 any documents designated as "Confidential" and attached to a dispositive motion must be
10 accompanied by a motion showing a particularized compelling reason for leave to file
11 those documents under seal.

12 10. This Order is subject to revocation and modification by Order of the Court
13 upon written stipulation of the parties or upon motion and reasonable notice, including
14 opportunity for hearing and presentation of evidence.

15 11. If any Party believes that it is not bound by this Order respecting documents
16 designated "Confidential," it shall give notice to counsel for AFMIC at least 30 days before
17 the Party uses or discloses such documents in a manner prohibited by this Order, to
18 enable AFMIC to contest the intended use through a motion to the Court.

19 12. Within 30 days of the final termination of this case, all documents and
20 information subject to this Order, including any copies or extracts or summaries thereof,
21 or documents containing information taken therefrom, shall be returned to counsel for
22 AFMIC. In the alternative, within 30 days of the final termination of this case, all such
23 documents, including copies or extracts or summaries thereof, may be shredded or
24 disposed of in a manner to ensure the destruction thereof and a declaration certifying
25 such destruction or disposal provided to AFMIC.

26 13. In any action or proceeding to enforce this Stipulated Protective Order, or
27 pursuant to paragraph 12, the prevailing party shall be entitled to recover its reasonable
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attorneys' fees and costs, without limiting any other relief that may be available.

14. This Order shall remain in effect after the conclusion of this case and the Court shall retain jurisdiction to enforce its terms and to prevent or punish violations of it.

DATED this 16 day of May, 2014

DATED this 16 day of May, 2014

LAW OFFICES OF ANDREW M. LEAVITT

LEWIS BRISBOIS BISGAARD & SMITH LLP

By: 

By: 

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Attorneys for American Family Mutual Insurance Company

ORDER

IT IS SO ORDERED.



UNITED STATES ~~DISTRICT~~ JUDGE
Magistrate

Dated: 5-22-2014

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EXHIBIT A

ACKNOWLEDGMENT OF RECEIPT AND AGREEMENT TO
COMPLY WITH STIPULATED CONFIDENTIALITY AGREEMENT AND
PROTECTIVE ORDER

The undersigned hereby acknowledges that he/she has been provided with a copy of the parties' STIPULATED CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER in the lawsuit captioned Andrew Cordova vs. American Family Mutual Insurance Company (Federal Court Case No. 2:13-cv-01111-APG-VCF). The undersigned agrees to be bound by the terms of the referenced *Stipulated Confidentiality Agreement and Protective Order* in the same manner as Plaintiffs, Defendants, and their attorneys.

DATED this ____ day of _____, 2014.

By: _____
Litigation Participant - Signature

Name (Printed)

Street Address

City State Zip

Occupation of Business