

<input type="checkbox"/> FILED <input type="checkbox"/> ENTERED	<input type="checkbox"/> RECEIVED <input type="checkbox"/> SERVED ON COUNSEL/PARTIES OF RECORD
<div style="border: 1px solid black; padding: 5px; display: inline-block;">July 21, 2017</div>	
CLERK US DISTRICT COURT DISTRICT OF NEVADA	
BY: _____	DEPUTY

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

\*\*\*

1  
2  
3 GEICO CASUALTY COMPANY,  
4  
5    Plaintiff,  
6 vs.  
7 PAUL SCHNEIDER, et al.,  
8  
9    Defendants.

Case No. 2:17-cv-00961-APG-VCF

**ORDER**

MOTION FOR A PROTECTIVE ORDER (ECF No. 21)

9            Before the Court is Plaintiff Geico Casualty Company's Motion for a Protective Order (ECF No.  
10 21). No opposition has been filed. For the reasons stated below, Geico's Motion for a Protective Order  
11 is granted.

**DISCUSSION**

12  
13            Geico's motion requests that this Court issue a protective order that limits the release of  
14 information from two affidavits executed by a Geico employee. This information allegedly contains  
15 confidential and proprietary information regarding Geico's position on "stacking" insurance. Geico  
16 attempted in good faith to enter into a confidentiality agreement with Defendants Paul Schneider,  
17 Kimberly Schneider, and Casandra Schneider (collectively, "Schneider") without court action, but were  
18 unable to do so.

19  
20            Geico's Motion for a Protective Order is granted for two reasons. First, Schneider has not filed an  
21 opposition to Geico's motion. See Local Rule 7-2(d) ("[t]he failure of an opposing party to file points and  
22 authorities in response to any motion shall constitute a consent to the granting of the motion.").

23            Second, Geico has met its burden to show good cause. Fed. R. Civ. P. 26(c) states, in relevant  
24 part:

1 A party or any person from whom discovery is sought may move for a  
2 protective order in the court where the action is pending ... The motion must  
3 include a certification that the movant has in good faith conferred or  
4 attempted to confer with other affected parties in an effort to resolve the  
dispute without court action. The court may, for good cause, issue an order  
to protect a party or person from annoyance, embarrassment, oppression, or  
undue burden or expense, including one or more of the following:

5 (B) specifying terms, including time and place or the allocation of expenses,  
6 for the disclosure or discovery ...

7 (G) requiring that a trade secret or other confidential research, development,  
8 or commercial information not be revealed or be revealed only in a specified  
way ...

9 For good cause to exist, the movant “bears the burden of showing specific prejudice or harm will  
10 result if no protective order is granted.” *See Phillips ex rel. Estates of Byrd v. Gen. Motors Corp.*, 307  
11 F.3d 1206, 1211 (9th Cir. 2002). “Broad allegations of harm, unsubstantiated by specific examples or  
12 articulated reasoning, do not satisfy the Rule 26(c) test.” *See Beckman Industries, Inc. v. International*  
13 *Ins. Co.*, 966 F.2d 470, 476 (9th Cir. 1992), quoting *Cipollone v. Liggett Group, Inc.*, 785 F.2d 1108, 1121  
14 (3rd Cir. 1986). If a court finds specific harm will result from such disclosure, then it must balance the  
15 public and private interests to determine whether a protective order is necessary. *See Phillips ex rel.*  
16 *Estates of Byrd*, 307 F.3d at 1211. Courts have broad latitude to decide when a protective order is  
17 appropriate, what degree of protection is required, and whether the nature of the harm advanced justifies  
18 the order. *See Seattle Times Co. v. Rhinehart*, 467 U.S. 20, 36 (1984) (“The unique character of the  
19 discovery process requires that the trial court have substantial latitude to fashion protective orders.”); *see*  
20 *also* 8A Charles Alan Wright, Arthur R. Miller & Richard L. Marcus, *Federal Practice and Procedure*, §  
21 2036 (3d ed. 2010) (“a court may be as inventive as the necessities of a particular case require in order to  
22 achieve the benign purposes of the rule.”).

1 The Court finds that Geico has met its burden to show specific harm from disclosure of the  
2 information in the affidavits. See ECF No. 21 at 9 (“The affidavits contain information that reflects  
3 GEICO’s pricing and structure of rates” and “[r]elease of this information to ... competitors would put  
4 them at a distinct disadvantage in those marketplaces” and “[i]t would place a strain on ... its current  
5 customers, because other competitors could intentionally try to undercut GEICO and steal its clients.”);  
6 see also *Phillips ex rel. Estates of Byrd*, 307 F.3d at 1211. After considering the competing public and  
7 private interests, the Court further finds that a protective order is necessary. A protective order permitting  
8 the confidential and proprietary information to be viewed by a limited group of individuals such as  
9 Defendants, Defendant’s Counsel and staff, retained experts or consultants, authorized mediators,  
10 arbitrators, reinsurers, auditors and regulators, among others, would allow Defendants to review and use  
11 the information, but also give Geico the protections it seeks. See ECF No. 21 at 9.

12 ACCORDINGLY, and for good cause shown,

13  
14 IT IS ORDERED that Plaintiff Geico Casualty Company’s Motion for a Protective Order (ECF  
15 No. 21) is GRANTED. Geico may submit a proposed confidentiality agreement and protective order for  
16 the Court’s review and approval on or before July 28, 2017.

17 IT IS SO ORDERED.

18 DATED this 21st day of July, 2017.

19  
20 

21 \_\_\_\_\_  
22 CAM FERENBACH  
23 UNITED STATES MAGISTRATE JUDGE  
24  
25