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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

STEVEN BENANAV,

Plaintiff,

v.

HEALTHY PAWS PET INSURANCE
LLC,

Defendant.

CASE NO. 20-00421-LK

ORDER GRANTING
STIPULATION FOR THE
PRODUCTION AND EXCHANGE
OF CONFIDENTIAL
INFORMATION

I. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, Plaintiffs Steve Benanav, Bryan Gage, Monica Kowalski, Lindsay Purvey, Stephanie Caughlin, and Katherine Thomas (“Plaintiffs”), and Defendant Healthy Paws Pet Insurance, LLC (“Defendant” or “Healthy Paws,” and collectively with Plaintiffs, the “Parties”) hereby stipulate to and petition the Court to enter the following Stipulation and [Proposed] Order for the Production and Exchange of Confidential Information. It does not confer blanket protection on all disclosures or responses to

1 discovery. The Parties acknowledge that this agreement is consistent with Local Civil Rule 26(c).
2 The protection it affords from public disclosure and use extends only to the limited information or
3 items that are entitled to confidential treatment under the applicable legal principles, and it does
4 not presumptively entitle parties to file confidential information under seal.

5 **II. “CONFIDENTIAL” MATERIAL**

6 “Confidential” material shall include the following documents and tangible things
7 produced or otherwise exchanged:

- 8 1. Personally identifiable information regarding policyholders;
- 9 2. Trade secrets or proprietary business information, including but not limited to
10 information related to Healthy Paws Pet Insurance (“Healthy Paws”), LLC’s administration of pet
11 health insurance policies;
- 12 3. Competitively sensitive information, including but not limited to financial
13 information related to pricing and costs, profit margins, policyholder lists and information,
14 marketing strategies and research;
- 15 4. Other information the disclosure of which would, in the good faith judgment of the
16 Party designating the material as Confidential, be detrimental to the conduct of that Party’s
17 business or the business of any of that Party’s customers or clients.

18 **III. SCOPE**

19 The protections conferred by this agreement cover not only Confidential material (as
20 defined above), but also: (a) any information copied or extracted from Confidential material;
21 (b) all copies, excerpts, summaries, or compilations of Confidential material; and (c) any
22 testimony, conversations, or presentations by Parties or their counsel that might reveal
23 Confidential material.

24 However, the protections conferred by this agreement do not cover information that is in
the public domain or becomes part of the public domain through trial or otherwise.

1 **IV. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL**

2 1. Basic Principles. A receiving Party may use Confidential material that is
3 disclosed or produced by another Party or by a non-party in connection with this case only for
4 prosecuting, defending, or attempting to settle this litigation. Confidential material may be
5 disclosed only to the categories of persons and under the conditions described in this agreement.
6 Confidential material must be stored and maintained by a receiving Party at a location and in a
7 secure manner that ensures that access is limited to the persons authorized under this agreement.

8 2. Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
9 ordered by the Court or permitted in writing by the designating Party, a receiving Party may
10 disclose any Confidential material only to:

11 (a) The receiving Party’s counsel in this action, as well as their associated
12 attorneys, paralegals, and other professional personnel (including support staff) who are directly
13 assisting counsel in the preparation of this action for trial or other proceeding herein, are under
14 the supervision of control of such counsel, and who have been advised by such counsel of their
15 obligations hereunder;

16 (b) The officers, directors, and employees (including in-house counsel) of the
17 receiving Party actually engaged in assisting in the preparation of this action for trial or other
18 proceeding herein and who have been advised of their obligations hereunder;

19 (c) Experts and consultants retained by the Parties or their counsel to furnish
20 technical or expert services in connection with this action, and who have signed the
21 “Acknowledgement and Agreement to Be Bound” (Exhibit A);

22 (d) The Court, its personnel, court reporters, and their staff;

23 (e) An officer before whom a deposition is taken, including stenographic
24 reporters and any necessary secretarial, clerical, or other personnel of such officer;

(f) Copy or imaging services retained by counsel to assist in the duplication
of Confidential material, provided that counsel for the Party retaining the copy or imaging

1 service instructs the service not to disclose any Confidential material to third parties and to
2 immediately return all originals and copies of any Confidential material;

3 (g) During their depositions, witnesses in the action to whom disclosure is
4 reasonably necessary and who have signed the “Acknowledgement and Agreement to Be Bound”
5 (Exhibit A), unless otherwise agreed by the designating Party or ordered by the court. Pages of
6 transcribed deposition testimony or exhibits to depositions that reveal Confidential material must
7 be separately bound by the court reporter and may not be disclosed to anyone except as permitted
8 under this agreement;

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

11 3. Filing Confidential Material. Before filing any Confidential material or
12 discussing or referencing such material in court filings, the filing Party shall confer with the
13 designating Party to determine whether the designating Party will remove the Confidential
14 designation, whether the document can be redacted, or whether a motion to seal or stipulation
15 and proposed order is warranted. Local Civil Rule 5(g) sets forth the procedures that must be
16 followed and the standards that will be applied when a Party seeks permission from the court to
17 file material under seal.

18 4. Using Confidential Material in Court. Should the need arise for any of the Parties
19 to disclose Confidential information during any hearing or trial before the Court, including
20 through argument or the presentation of evidence, such Party may do so only after taking such
21 steps as the Court, upon motion of the disclosing Party, shall deem necessary to preserve the
22 confidentiality of Confidential information.

23 **V. DESIGNATING PROTECTED MATERIAL**

24 1. Exercise of Restraint and Care in Designating Material for Protection. Each Party
or non-Party that designates information or items for protection under this agreement must take
care to limit any such designation to specific material that qualifies under the appropriate
standards. The designating Party must designate for protection only those parts of material,

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

4 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
5 shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to
6 unnecessarily encumber or delay the case development process or to impose unnecessary
7 expenses and burdens 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
9 for protection do not qualify for protection, the designating Party must promptly notify all other
10 Parties that it is withdrawing the mistaken designation.

11 2. Manner and Timing of Designations. Except as otherwise provided in this
12 agreement, or as otherwise stipulated or ordered, disclosure or discovery material that qualifies
13 for protection under this agreement must be clearly so designated before or when the material is
14 disclosed or produced.

15 (a) Information in documentary form: (*e.g.*, paper or electronic documents
16 and deposition exhibits, but excluding transcripts of depositions or other pretrial or trial
17 proceedings), the designating Party must affix the word "CONFIDENTIAL" to each page that
18 contains Confidential material.

19 (b) Testimony given in deposition or in other pretrial or trial proceedings: All
20 depositions shall presumptively be treated as Confidential information and subject to the
21 stipulation during the deposition and for a period of fifteen days after a final transcript of said
22 deposition is received by counsel for each of the Parties. At or before the end of such fifteen day
23 period, the deposition, or pages thereof, may be classified for future purposes as Confidential
24 information by any Party.

(c) Other tangible items: the producing Party must affix in a prominent place
on the exterior of the container or containers in which the information or item is stored the word

1 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection,
2 the producing Party, to the extent practicable, shall identify the protected portion(s).

3 3. Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
4 designate qualified information or items does not, standing alone, waive the designating Party’s
5 right to secure protection under this agreement for such material. Upon timely correction of a
6 designation, the receiving Party must make reasonable efforts to ensure that the material is
7 treated in accordance with the provisions of this agreement.

8 **VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

9 1. Timing of Challenges. Any Party or non-party may challenge a designation of
10 confidentiality at any time. Unless a prompt challenge to a designating Party’s confidentiality
11 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
12 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
13 challenge a confidentiality designation by electing not to mount a challenge promptly after the
14 original designation is disclosed.

15 2. Meet and Confer. The Parties must make every attempt to resolve any dispute
16 regarding confidentiality designations without court involvement. Any motion regarding
17 confidentiality designations or for a protective order must include a certification, in the motion or
18 in a declaration or affidavit, that the movant has engaged in a good faith meet and confer
19 conference with the other affected Parties in an effort to resolve the dispute without court action.
20 The certification must list the date, manner, and participants to the conference. A good faith
21 effort to confer requires a face-to-face meeting or a telephone conference.

22 3. Judicial Intervention. If the Parties cannot resolve a challenge without court
23 intervention, the designating Party may file and serve a motion to retain confidentiality under
24 Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of
persuasion in any such motion shall be on the designating Party. Frivolous challenges, and those
made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on

1 other Parties) may expose the challenging Party to sanctions. All Parties shall continue to
2 maintain the material in question as Confidential until the court rules on the challenge.

3 **VII. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
4 **OTHER LITIGATION**

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

- 8 a. Promptly notify the designating Party in writing and include a copy of the
9 subpoena or court order;
- 10 b. Promptly notify in writing the Party who caused the subpoena or order to issue in
11 the other litigation that some or all of the material covered by the subpoena or
12 order is subject to this agreement. Such notification shall include a copy of this
13 agreement; and
- 14 c. Cooperate with respect to all reasonable procedures sought to be pursued by the
15 designating Party whose Confidential material may be affected.

16 **VIII. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

17 If a receiving Party learns that, by inadvertence or otherwise, it has disclosed
18 Confidential material to any person or in any circumstance not authorized under this agreement,
19 the receiving Party must immediately:

- 20 1. Notify in writing the designating Party of the unauthorized disclosures;
- 21 2. Use its best efforts to retrieve all unauthorized copies of the protected material;
- 22 3. Inform the person or persons to whom unauthorized disclosures were made of all
23 the terms of this agreement; and
- 24 4. Request that such person or persons execute the “Acknowledgement and
Agreement to Be Bound” that is attached hereto as Exhibit A.

1 **IX. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
2 **PROTECTED MATERIAL**

3 Pursuant to Fed. R. Evid. 502(d), the production of any documents in this proceeding
4 shall not, for the purposes of this proceeding or any other federal or state proceeding, constitute a
5 waiver by the producing party of any privilege applicable to those documents, including the
6 attorney-client privilege, attorney work-product protection, or any other privilege or protection
7 recognized by law.

8 **X. NON-TERMINATION AND RETURN OF DOCUMENTS**

9 Within 60 days after the termination of this action, including all appeals, each receiving
10 Party must return all Confidential material to the producing Party, including all copies, extracts
11 and summaries thereof. Alternatively, the Parties may agree upon appropriate methods of
12 destruction.

13 Notwithstanding this provision, counsel are entitled to retain one archival copy of all
14 documents filed with the court, trial, deposition, and hearing transcripts, correspondence,
15 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert
16 work product, even if such materials contain Confidential material.

17 The confidentiality obligations imposed by this agreement shall remain in effect until a
18 designating Party agrees otherwise in writing or a court orders otherwise.

19 The Clerk is directed to send uncertified copies of this Order to all counsel of record and
20 to any party appearing pro se at said party's last known address.

21 Dated this 7th day of January, 2022.

22 
23 _____
24 Lauren King
United States District Judge

EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

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4 I, _____ [print or type full name],
5 of _____ [print or type full address],
6 declare under penalty of perjury that I have read in its entirety and understand the Stipulated
7 Protective Order that was agreed to by the Parties in the case of *Benanav v. Healthy Paws Pet*
8 *Insurance, LLC*, 2:20-cv-00421, in the United States District Court for the Western District of
9 Washington on December 20, 2021. I agree to comply with and be bound by all the terms of this
10 Stipulated Protective Order and I understand and acknowledge that failure to so comply could
11 expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will
12 not disclose in any manner any information or item that is subject to this Stipulated Protective
13 Order to any person or entity except in strict compliance with the provisions of the Stipulated
14 Protective Order.

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

18 Date: _____

19 City and State where sworn and signed: _____

20 Printed name: _____

21 Signature: _____