

HONORABLE TANA LIN

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ROGER BURKE,

Plaintiff,

v.

THE STANDARD FIRE INSURANCE
COMPANY D/B/A TRAVELERS
INSURANCE COMPANY., a foreign
insurance company,

Defendant.

Case No. 2:23-cv-691-TN

STIPULATED PROTECTIVE ORDER

**NOTE ON MOTION CALENDAR:
MARCH 25, 2024**

NO ORAL ARGUMENT REQUESTED

I. PURPOSES AND LIMITATIONS

1.1 Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, Plaintiff Roger Burke and Defendant The Standard Fire Insurance Company (hereinafter “Standard Fire”) hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with Local Civil Rule 26(c). It does not confer blanket protection on all disclosures or responses to discovery; the protection it affords from public disclosure and use extends only to the limited information

1 or items that are entitled to confidential treatment under the applicable legal principles, and it
2 does not presumptively entitle parties to file confidential information under seal.

3 II. "CONFIDENTIAL" MATERIAL

4 2.1 Defendant claims that the following categories of material may contain
5 confidential material:

- 6 • Standard Fire's Claims Policy-Practice-Procedures Manual.
- 7 • Standard Fire's Underwriting Files on Plaintiff Roger Burke
- 8 • Standard Fire's Complete Claims Manual.

9 III. SCOPE

10 3.1 The protections conferred by this agreement cover not only material which is
11 designated confidential , but also (1) any information copied or extracted from material
12 designated as confidential; (2) all copies, excerpts, summaries, or compilations of material
13 designated as confidential; and (3) any testimony, conversations, or presentations by parties or
14 their counsel that might reveal material designated as confidential.

15 3.2 However, the protections conferred by this agreement do not cover information
16 that is in the public domain or becomes part of the public domain through trial or otherwise.

17 IV. ACCESS TO AND USE OF MATERIAL DESIGNATED AS CONFIDENTIAL

18 4.1 Basic Principles. A receiving party may use confidential material that is disclosed
19 or produced by another party or by a non-party in connection with this case only for prosecuting,
20 defending, or attempting to settle this litigation. Material designated as confidential may be
21 disclosed only to the categories of persons and under the conditions described in this agreement.
22 Material designated as confidential must be stored and maintained by a receiving party at a location
23 and in a secure manner that ensures that access is limited to the persons authorized under this

1 agreement.

2 4.2 Disclosure of Material Designated as Confidential . Unless otherwise ordered by
3 the court or permitted in writing by the designating party, a receiving party may disclose any
4 material designated as confidential only to:

5 (a) the receiving party's counsel of record in this action, as well as employees
6 of counsel to whom it is reasonably necessary to disclose the information for this litigation;

7 (b) the officers, directors, and employees (including in house counsel) of the
8 receiving party to whom disclosure is reasonably necessary for this litigation, unless the parties
9 agree that a particular document or material produced is for Attorney's Eyes Only and is
10 so designated;

11 (c) experts and consultants to whom disclosure is reasonably necessary for this
12 litigation;

13 (d) the court, court personnel, and court reporters and their staff;

14 (e) copy or imaging services retained by counsel to assist in the duplication
15 of material designated as confidential, provided that counsel for the party retaining the copy or
16 imaging service instructs the service not to disclose any material designated as confidential to
17 third parties and to immediately return all originals and copies of any material designated as
18 confidential;

19 (f) claims handling expert witnesses to be deposed in the action
20 who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless
21 otherwise agreed by the designating party or ordered by the court. Disclosure of
22 confidential material to a specific witness must be reasonably necessary and
23 specifically relevant to the subject testimony being provided. Pages of transcribed

1 deposition testimony or exhibits to depositions that reveal confidential material must be
2 separately bound by the court reporter and may not be disclosed to anyone except as permitted
3 under this agreement;

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

6 4.3 Filing Material Designated as Confidential. Before filing material designated as
7 confidential or discussing or referencing such material in court filings, the filing party shall
8 confer with the designating party, in accordance with Local Civil Rule 5(g)(3)(A), to determine
9 whether the designating party will remove the confidential designation, whether the document
10 can be redacted, or whether a motion to seal or stipulation and proposed order is warranted.
11 During the meet and confer process, the designating party must identify the basis for sealing the
12 specific claimed confidential information at issue, and the filing party shall include this basis in
13 its motion to seal, along with any objection to sealing the information at issue. Local Civil Rule
14 5(g) sets forth the procedures that must be followed and the standards that will be applied when
15 a party seeks permission from the court to file material under seal. A party who seeks to
16 maintain the claimed confidentiality of its information must satisfy the requirements of Local
17 Civil Rule 5(g)(3)(B), even if it is not the party filing the motion to seal. Failure to satisfy this
18 requirement will result in the motion to seal being denied, in accordance with the strong
19 presumption of public access to the Court's files.

20 **V. DESIGNATING PROTECTED MATERIAL**

21 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party
22 or non-party that designates information or items for protection under this agreement must take
23 care to limit any such designation to specific material that qualifies under the appropriate

1 standards. The designating party must designate for protection only those parts of material,
2 documents, items, or oral or written communications that qualify, so that other portions of the
3 material, documents, items, or communications for which protection is not warranted are not swept
4 unjustifiably within the ambit of this agreement.

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

9 If it comes to a designating party's attention that information or items that it designated
10 for protection do not qualify for protection, the designating party must promptly notify all other
11 parties that it is withdrawing the mistaken designation.

12 5.2 Manner and Timing of Designations. Except as otherwise provided in this
13 agreement (see, *e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated
14 or ordered, disclosure or discovery material that qualifies for protection under this agreement
15 must be clearly so designated before or when the material is disclosed or produced.

16 (a) Information in documentary form: (*e.g.*, paper, or electronic documents
17 and deposition exhibits, but excluding transcripts of depositions or other pretrial or trial
18 proceedings), the designating party must affix the word "CONFIDENTIAL" to each page
19 that contains material designated as confidential. If only a portion or portions of the material on a
20 page qualifies for protection, the producing party also must clearly identify the protected
21 portion(s) (*e.g.*, by making appropriate markings in the margins).

22 (b) Testimony given in deposition or in other pretrial proceedings: the parties
23 and any participating non-parties must identify on the record, during the deposition or other pretrial

1 proceeding, all testimony that is claimed to merit protection, without prejudice to their right to so
2 designate other testimony after reviewing the transcript. Any party or non-party may, within
3 fifteen days after receiving the transcript of the deposition or other pretrial proceeding,
4 designate portions of the transcript, or exhibits thereto, as confidential. If a party or non-party
5 desires to protect confidential information at trial, the issue should be addressed during the pre-
6 trial conference.

7 (c) Other tangible items: the producing party must affix in a prominent place
8 on the exterior of the container or containers in which the information or item is stored the word
9 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection,
10 the producing party, to the extent practicable, shall identify the protected portion(s).

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

16 VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

23 6.2 Meet and Confer. The parties must make every attempt to resolve any dispute

1 regarding confidential designations without court involvement. Any motion regarding
2 confidential designations or for a protective order must include a certification, in the motion or in
3 a declaration or affidavit, that the movant has engaged in a good faith meet and confer
4 conference with other affected parties in an effort to resolve the dispute without court action.
5 The certification must list the date, manner, and participants to the conference. A good faith effort
6 to confer requires a face-to-face meeting or a telephone conference.

7 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court
8 intervention, the designating party may file and serve a motion to retain confidentiality under Local
9 Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden
10 of persuasion in any such motion shall be on the designating party. Frivolous challenges, and
11 those made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and
12 burdens on other parties) may expose the challenging party to sanctions. All parties shall continue
13 to maintain the material in question as confidential until the court rules on the challenge.

14 **VII. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
15 **OTHER LITIGATION**

16 7.1 If a party is served with a subpoena or a court order issued in other litigation that
17 compels disclosure of any information or items designated in this action as “CONFIDENTIAL,”
18 that party must:

19 (a) promptly notify the designating party in writing and include a copy of the
20 subpoena or court order;

21 (b) promptly notify in writing the party who caused the subpoena or order
22 to issue in the other litigation that some or all of the material covered by the subpoena or order
23 is subject to this agreement. Such notification shall include a copy of this agreement; and

 (c) cooperate with respect to all reasonable procedures sought to be pursued

1 by the designating party whose confidential material may be affected.

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

3 8.1 If a receiving party learns that, by inadvertence or otherwise, it has disclosed
4 confidential material to any person or in any circumstance not authorized under this agreement,
5 the receiving party must immediately (a) notify in writing the designating party of the
6 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
7 protected material, (c) inform the person or persons to whom unauthorized disclosures were made
8 of all the terms of this agreement, and (d) request that such person or persons execute the
9 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

10 **IX. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
11 **PROTECTED MATERIAL**

12 9.1 When a producing party gives notice to receiving parties that certain
13 inadvertently produced material is subject to a claim of privilege or other protection, the
14 obligations of the receiving parties are those set forth in Federal Rule of Civil Procedure
15 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established
16 in an e-discovery order or agreement that provides for production without prior privilege
17 review. The parties agree to the entry of a non-waiver order under Fed. R. Evid. 502(d) as set
18 forth herein.

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

20 10.1 Within sixty (60) days after the termination of this action, including all appeals,
21 each receiving party must return all confidential material to the producing party, including all
22 copies, extracts, and summaries thereof. Alternatively, the parties may agree upon appropriate
23 methods of destruction.

10.2 Notwithstanding this provision, counsel are entitled to retain one archival

1 copy of all documents filed with the court, trial, deposition, and hearing transcripts,
2 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
3 consultant and expert work product, even if such materials contain confidential material.

4 10.3 The confidentiality obligations imposed by this agreement shall remain in effect
5 until a designating party agrees otherwise in writing or a court orders otherwise.

6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
7

8 DATED this 25th day of March 2024.

9 **LEATHER LAW GROUP**

GLP ATTORNEYS, P.S., INC.

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/s/Jonathan Yousling

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16 PURSUANT TO STIPULATION, IT IS SO ORDERED.

17 DATED: March 26, 2024



20 Hon. Tana Lin
21 United States District Judge

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [print or type full name], of _____
4 [print or type full address], declare under penalty of perjury that I have read in its entirety and
5 understand the Stipulated Protective Order that was issued by the United States District Court
6 Western District of Washington in the case of *Roger Burke v. The Standard Fire Insurance*
7 *Company d/b/a Travelers Insurance Company*, Case No. 2:23-cv-691-TN. I agree to comply
8 with and to be bound by all the terms of this Stipulated Protective Order and I understand and
9 acknowledge that failure to so comply could expose me to sanctions and punishment in the nature
10 of contempt. I solemnly promise that I will not disclose in any manner any information or item
11 that is subject to this Stipulated Protective Order to any person or entity except in strict
12 compliance with the provisions of this Order.

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

16
17 Date: _____

18 City and State where sworn and signed: _____

19 Printed name: _____

20 Signature: _____