

THE HONORABLE KYMBERLY EVANSON

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

JULIE LONDO,

Plaintiff,

v.

FARMERS PROPERTY AND CASUALTY
INSURANCE COMPANY,

Defendant.

No.: 2:23-cv-00797-KKE

**AMENDED STIPULATED PROTECTIVE
ORDER**

STIPULATION

Defendant Farmers Property and Casualty Insurance Company (“Farmers”) and Plaintiff Julie Londo (collectively “Parties”) hereby agree to the following Proposed Amended Stipulated Protective Order, which amends the Stipulated Protective Order previously entered by this Court by adding and incorporating subsection 2.(d):

1. **PURPOSES AND LIMITATIONS**

Defendant asserts that Discovery in this action is likely to involve production of commercially sensitive, trade secret or other confidential, competitive or proprietary business information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public

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

4 2. “CONFIDENTIAL” MATERIAL

5 “Confidential” material shall include the following things (whether in tangible or
6 electronic form) produced or otherwise exchanged:

- 7 (a) Any and all claims handling manuals/guidelines, or other materials providing
8 instruction, guidance, or direction to Farmers’ claims personnel regarding the
9 adjustment, investigation, analysis, and/or handling of first party property insurance
10 claims;
- 11 (b) Any and all underwriting materials regarding plaintiff’s first party property
12 insurance coverage through Farmers;
- 13 (c) Any and all documents, materials and/or testimony containing commercially
14 sensitive information, trade secrets or other confidential, competitive or proprietary
15 business information of Farmers.
- 16 (d) Any and all documents, materials, information and/or testimony regarding personal
17 employment information—including but not limited to compensation, professional
18 credentials, work history, education history, compensation rate, job description,
19 performance reviews/assessments, discipline, training and any other employment-
20 related information—of current and/or past employees of the Farmers Group of
21 Insurance Companies, including but not limited to Farmers Property and Casualty
22 Insurance Company.

23 3. SCOPE

24 The protections conferred by this agreement cover not only Confidential material
25 (as defined above), but also (1) any information copied or extracted from Confidential material;
26 (2) all copies, excerpts, summaries, or compilations of Confidential material; and (3) any

1 testimony, conversations, or presentations by parties or their counsel that might reveal
2 Confidential material.

3 However, the protections conferred by this agreement do not cover information that is in
4 the public domain or becomes part of the public domain through trial or otherwise or information
5 that has been produced or otherwise shared in discovery until entry of this Order.

6 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

7 4.1 Basic Principles. A receiving party may use Confidential material that is
8 disclosed or produced by another party or by a non-party in connection with this case only for
9 prosecuting, defending, or attempting to settle this litigation. Confidential material may be
10 disclosed only to the categories of persons and under the conditions described in this agreement.
11 Confidential material must be stored and maintained by a receiving party at a location and in a
12 secure manner that ensures that access is limited to the persons authorized under this agreement.

13 4.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
14 ordered by the court or permitted in writing by the designating party, a receiving party may
15 disclose any Confidential material only to:

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

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

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

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

1 (e) copy or imaging services retained by counsel to assist in the duplication
2 of Confidential material, provided that counsel for the party retaining the copy or imaging
3 service instructs the service not to disclose any Confidential material to third parties and to
4 immediately return all originals and copies of any Confidential material;

5 (f) during their depositions, witnesses in the action to whom disclosure is
6 reasonably necessary, unless otherwise agreed by the designating party or ordered by the court.
7 Pages of transcribed deposition testimony or exhibits to depositions that reveal Confidential
8 material must be separately bound by the court reporter and may not be disclosed to anyone
9 except as permitted under this agreement;

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

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

1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party
3 or non-party that designates information or items for protection under this agreement must take
4 care to limit any such designation to specific material that qualifies under the appropriate
5 standards. The designating party must designate for protection only those parts of material,
6 documents, items, or oral or written communications that qualify, so that other portions of the
7 material, documents, items, or communications for which protection is not warranted are not
8 swept unjustifiably within the ambit of this agreement.

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

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

16 5.2 Manner and Timing of Designations. Except as otherwise provided in this
17 agreement, or as otherwise stipulated or ordered, disclosure or discovery material that qualifies
18 for protection under this agreement must be clearly so designated before or when the material is
19 disclosed or produced.

20 (a) Information in documentary form: (*e.g.*, paper or electronic documents
21 and deposition exhibits, but excluding transcripts of depositions or other pretrial or trial
22 proceedings), the designating party must affix the word "CONFIDENTIAL" to each page that
23 contains Confidential material. If only a portion or portions of the material on a page qualifies
24 for protection, the producing party also must clearly identify the protected portion(s) (*e.g.*, by
25 making appropriate markings in the margins). Documents which are not reduced to documentary
26 or tangible form, or which cannot conveniently be designated in the manner set forth herein,

1 shall be so designated by a “[C]” at the beginning of the file name, and listed in a written
2 statement from the Producing Party given prior to or at the time of production, stating that the
3 evidence is “CONFIDENTIAL.” In the event that a Party inadvertently fails to so designate a
4 document or other form of evidence as Confidential Material prior to or at the time of production,
5 the Producing Party may subsequently provide such a designation in writing as soon as the
6 Producing Party becomes aware of the error.

7 (b) Testimony given in deposition or in other pretrial proceedings: the parties
8 and any participating non-parties must identify on the record, during the deposition or other
9 pretrial proceeding, all protected testimony, without prejudice to their right to so designate other
10 testimony after reviewing the transcript. Any party or non-party may, within fifteen days after
11 receiving the transcript of the deposition or other pretrial proceeding, designate portions of the
12 transcript, or exhibits thereto, as Confidential. If a party or non-party desires to protect
13 Confidential information at trial, the issue should be addressed during the pre-trial conference.

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

18 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
19 designate qualified information or items does not, standing alone, waive the designating party’s
20 right to secure protection under this agreement for such material. Upon timely correction of a
21 designation, the receiving party must make reasonable efforts to ensure that the material is
22 treated in accordance with the provisions of this agreement.

23 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

24 6.1 Timing of Challenges. Any party or non-party may challenge a designation of
25 confidentiality at any time. Unless a prompt challenge to a designating party’s confidentiality
26 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic

1 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to
2 challenge a confidentiality designation by electing not to mount a challenge promptly after the
3 original designation is disclosed.

4 6.2 Meet and Confer. The parties must make every attempt to resolve any dispute
5 regarding confidential designations without court involvement. Any motion regarding
6 confidential designations or for a protective order must include a certification, in the motion or
7 in a declaration or affidavit, that the movant has engaged in a good faith meet and confer
8 conference with other affected parties in an effort to resolve the dispute without court action.
9 The certification must list the date, manner, and participants to the conference. A good faith
10 effort to confer requires a face-to-face meeting or a telephone conference.

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

18 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
19 LITIGATION

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

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

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

4 (c) cooperate with respect to all reasonable procedures sought to be pursued
5 by the designating party whose Confidential material may be affected.

6 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

7 If a receiving party learns that, by inadvertence or otherwise, it has disclosed Confidential
8 material to any person or in any circumstance not authorized under this agreement, the receiving
9 party must immediately (a) notify in writing the designating party of the unauthorized
10 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the protected material,
11 and (c) inform the person or persons to whom unauthorized disclosures were made of all the
12 terms of this agreement.

13 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
14 MATERIAL

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

22 10. NON TERMINATION AND RETURN OF DOCUMENTS

23 Within 60 days after the termination of this action, including all appeals, each receiving
24 party must return all Confidential material to the producing party, including all copies, extracts
25 and summaries thereof. Alternatively, the parties may agree upon appropriate methods of
26 destruction.

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

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

7 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

8 DATED this 25th day of September, 2024.

9 NICOLL BLACK & FEIG PLLC

BORIS DAVIDOVSKIY, P.C.
Per 09/25/24 Email Authority

10 /s/ Matt C. Erickson
11 Matthew C. Erickson, WSBA #43790
12 *Attorney for Defendant*

/s/ Boris Davidovskiy
Boris Davidovskiy, WSBA #50593
Attorney for Plaintiff

13 **ORDER**

14 PURSUANT TO STIPULATION, IT IS SO ORDERED.

15 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of
16 any documents in this proceeding shall not, for the purposes of this proceeding or any other
17 federal or state proceeding, constitute a waiver by the producing party of any privilege applicable
18 to those documents, including the attorney-client privilege, attorney work-product protection,
19 or any other privilege or protection recognized by law.

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21 DATED: September 25, 2024.

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Kymberly K. Evanson
26 United States District Judge