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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MICHAEL PAIERI,

Plaintiff,

v.

WESTERN CONFERENCE OF
TEAMSTERS PENSION TRUST et al.,

Defendants.

CASE NO. 2:23-cv-00922-LK

STIPULATED PROTECTIVE
ORDER

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

1 2. “CONFIDENTIAL” MATERIAL

2 “Confidential” material shall include the following documents and tangible things
3 produced or otherwise exchanged: confidential or proprietary information relating to the
4 administration or operations of the Western Conference of Teamsters Pension Plan; confidential
5 personal or financial information concerning current or former plan participants and their spouses
6 or beneficiaries, including but not limited to medical, and other personal identifiable information
7 (“PII”), contained in retirement benefit and other files, but excluding the amounts paid from the
8 Plan to participants or beneficiaries for benefits, which shall be deemed not confidential, provided
9 the amounts are not disclosed with personal identifying information such as a person’s name;
10 documents relating to the class members for, and the settlement of *Becker v. Western Conference*
11 *of Teamsters Pension Trust*, to the extent those documents were previously considered confidential
by the parties to that action; and any other documents containing confidential PII.

12 3. SCOPE

13 The protections conferred by this agreement cover not only confidential material (as
14 defined above), but also (1) any information copied or extracted from confidential material; (2) all
15 copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony,
16 conversations, or presentations by parties or their counsel that might reveal confidential material.
17 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.

18 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

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

1 4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by
2 the court or permitted in writing by the designating party, a receiving party may disclose any
3 confidential material only to:

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

6 b) the parties, unless the parties agree that a particular document or material produced
7 is for Attorney’s Eyes Only and is so designated pursuant to such agreement;

8 c) experts and consultants to whom disclosure is reasonably necessary for this
9 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

10 d) the court, court personnel, and court reporters and their staff;

11 e) copy or imaging services retained by counsel to assist in the duplication of
12 confidential material, provided that counsel for the party retaining the copy or imaging service
13 instructs the service not to disclose any confidential material to third parties and to immediately
14 return all originals and copies of any confidential material;

15 f) mediators, facilitators, or other alternative dispute resolution professionals retained
16 by the parties to assist in the resolution of this matter, and their staff;

17 g) during their depositions, witnesses in the action to whom disclosure is reasonably
18 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
19 unless otherwise agreed by the designating party or ordered by the court. Pages of transcribed
20 deposition testimony or exhibits to depositions that reveal confidential material must be separately
21 bound by the court reporter and may not be disclosed to anyone except as permitted under this
22 agreement;

23 h) the author or recipient of a document containing the information or a custodian or
24 other person who otherwise possessed or knew the information.

 4.3 Filing Confidential Material. Before filing confidential material or discussing or
referencing such material in court filings, the filing party shall confer with the designating party,
in accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating party will

1 remove the confidential designation, whether the document can be redacted, or whether a motion
2 to seal or stipulation and proposed order is warranted. During the meet and confer process, the
3 designating party must identify the basis for sealing the specific confidential information at issue,
4 and the filing party shall include this basis in its motion to seal, along with any objection to sealing
5 the information at issue. Local Civil Rule 5(g) sets forth the procedures that must be followed and
6 the standards that will be applied when a party seeks permission from the court to file material
7 under seal. A party who seeks to maintain the confidentiality of its information must satisfy the
8 requirements of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the motion to seal.
9 Failure to satisfy this requirement will result in the motion to seal being denied, in accordance with
10 the strong presumption of public access to the Court's files. With respect to medical, employment,
11 retirement, financial and other records of putative class members and other participants in the Plan,
12 prior to filing documents containing said information with the Court, counsel for the designating
13 party may assign a unique identifying number to an individual that is placed on the relevant
14 Confidential document and that is disclosed to counsel for the other party at the time of filing, and
15 then file the Confidential document while redacting PII such as names, Social Security numbers,
16 dates of birth (other than year), street address (while keeping city and state unredacted), names and
17 dates of birth of spouses (other than year), children and any other family members. Should the
18 Court so request, copies of the unredacted documents may be filed under seal.

17 5. DESIGNATING PROTECTED MATERIAL

18 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party or
19 non-party that designates information or items for protection under this agreement must take care
20 to limit any such designation to specific material that qualifies under the appropriate standards.
21 The designating party must designate for protection only those parts of material, documents, items,
22 or oral or written communications that qualify, so that other portions of the material, documents,
23 items, or communications for which protection is not warranted are not swept unjustifiably within
24 the ambit of this agreement.

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

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

8 5.2 Manner and Timing of Designations. Except as otherwise provided in this agreement
9 (see, e.g., second paragraph of section 5.2(b) below), or as otherwise stipulated or ordered,
10 disclosure or discovery material that qualifies for protection under this agreement must be clearly
11 so designated before or when the material is disclosed or produced.

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

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

(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 5.3 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 treated
7 in accordance with the provisions of this agreement.

8 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

9 6.1 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 6.2 Meet and Confer. The parties must make every attempt to resolve any dispute regarding
16 confidential designations without court involvement. Any motion regarding confidential
17 designations or for a protective order must include a certification, in the motion or in a declaration
18 or affidavit, that the movant has engaged in a good faith meet and confer conference with other
19 affected parties in an effort to resolve the dispute without court action. The certification must list
20 the date, manner, and participants to the conference. A good faith effort to confer requires a face-
21 to-face meeting or a telephone conference.

22 6.3 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 Local
24 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 maintain
2 the material in question as confidential until the court rules on the challenge.

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

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

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

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

13 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
14 designating party whose confidential material may be affected.

15 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

23 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
24 MATERIAL

When a producing party gives notice to receiving parties that certain inadvertently produced
material is subject to a claim of privilege or other protection, the obligations of the receiving parties
are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended

1 to modify whatever procedure may be established in an e-discovery order or agreement that
2 provides for production without prior privilege review. The parties agree to the entry of a non-
3 waiver order under Fed. R. Evid. 502(d) as set forth herein.

4 **10. NON-TERMINATION AND RETURN OF DOCUMENTS**

5 Within 60 days after the termination of this action, including all appeals, each receiving
6 party must return all confidential material to the producing party, including all copies, extracts and
7 summaries thereof. Alternatively, the parties may agree upon appropriate methods of destruction.
8 Notwithstanding this provision, counsel are entitled to retain one archival copy of all documents
9 filed with the court, trial, deposition, and hearing transcripts, correspondence, deposition and trial
10 exhibits, expert reports, attorney work product, and consultant and expert work product, even if
11 such materials contain confidential material. The confidentiality obligations imposed by this
12 agreement shall remain in effect until a designating party agrees otherwise in writing or a court
orders otherwise.

13 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

14 Dated this 31st day of January 2024

15
16 **MARTIN & BONNETT, P.L.L.C.**

17 /s/ Michael M. Licata

18 Michael M. Licata

19 Susan Martin (*pro hac vice*)

Jennifer Kroll (*pro hac vice*)

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23 /s/Russell J. Reid

24 Russell J. Reid

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14 *Attorneys for Defendants*

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1 PURSUANT TO STIPULATION, IT IS SO ORDERED IT IS FURTHER ORDERED that
2 pursuant to Fed. R. Evid. 502(d), the production of any documents, electronically stored
3 information (ESI) or information, whether inadvertent or otherwise, in this proceeding shall not,
4 for the purposes of this proceeding or any other federal or state proceeding, constitute a waiver by
5 the producing party of any privilege applicable to those documents, including the attorney-client
6 privilege, attorney work-product protection, or any other privilege or protection recognized by law.
7 This Order shall be interpreted to provide the maximum protection allowed by Fed. R. Evid.
8 502(d). The provisions of Fed. R. Evid. 502(b) do not apply. Nothing contained herein is intended
9 to or shall serve to limit a party's right to conduct a review of documents, ESI or information
10 (including metadata) for relevance, responsiveness and/or segregation of privileged and/or
11 protected information before production. Information produced in discovery that is protected as
12 privileged or work product shall be immediately returned to the producing party.

13
14 Dated this 1st day of February, 2024.

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17 Lauren King
18 United States District Judge
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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
5 perjury that I have read in its entirety and understand the Stipulated Protective Order that was
6 issued by the United States District Court for the Western District of Washington on February 1,
7 2024 in the case of *Paieri v. Western Conference of Teamsters Pension Trust et al.*, No: 2:23-cv-
8 00922-LK. I agree to comply with and to be bound by all the terms of this Stipulated Protective
9 Order and I understand and acknowledge that failure to so comply could expose me to sanctions
10 and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any person or entity
except in strict compliance with the provisions of this Order.

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

14 Date: _____

15 City and State where sworn and signed: _____

16 Printed name: _____

17 Signature: _____