

1 Joanne T. Blackburn, WSBA No. 21541
2 Natalia Smirnova, WSBA No. 55110
3 1420 5th Avenue, #2200
4 Seattle, Washington 98101
5 Telephone: 206.316.9167
6 joanne.blackburn@ropers.com
natalia.smirnova@ropers.com

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
Counsel for Defendant FOREMOST PROPERTY
AND CASUALTY INSURANCE COMPANY

THE HONORABLE JAMAL N. WHITEHEAD

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

ALICE DENTON,

Plaintiff,

v.

FOREMOST PROPERTY AND CASUALTY
INSURANCE COMPANY, a foreign company,

Defendant.

Case No. 2:24-cv-01237-JNW

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 to
 3 produced or otherwise exchanged: materials and other information relating to, reflecting, or
 4 conveying trade secrets, proprietary information confidential or commercially-sensitive
 5 technical information regarding underwriting, incentive programs, training and supervision
 6 of Defendant’s employees, including, but not limited to claim handling standards and
 7 training materials; as well as materials and other information concerning, referencing, or
 8 disclosing personal, confidential, and private details about Defendant’s current and former
 9 employees, including, but not limited to, personnel files, employment records, wages,
 10 evaluations, bonuses, awards, education, background, and other related information.

11 3. **SCOPE**

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

16 However, the protections conferred by this agreement do not cover information that is in
 17 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
 20 or 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
 24 that access is limited to the persons authorized under this agreement.

25 4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered
 26 by the court or permitted in writing by the designating party, a receiving party may disclose any

confidential material only to:

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

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

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

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

(e) 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 service instructs the service not to disclose any confidential material to third parties and to immediately return all originals and copies of any confidential material;

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

(g) the author or recipient of a document containing the information or a custodian or 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 remove the confidential designation, whether the document can be redacted, or whether a motion

1 to seal or stipulation and proposed order is warranted. During the meet and confer process, the
 2 designating party must identify the basis for sealing the specific confidential information at issue,
 3 and the filing party shall include this basis in its motion to seal, along with any objection to sealing
 4 the information at issue. Local Civil Rule 5(g) sets forth the procedures that must be followed and
 5 the standards that will be applied when a party seeks permission from the court to file material
 6 under seal. A party who seeks to maintain the confidentiality of its information must satisfy the
 7 requirements of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the motion to seal.
 8 Failure to satisfy this requirement will result in the motion to seal being denied, in accordance with
 9 the strong presumption of public access to the Court's files.

10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party
 12 or non-party that designates information or items for protection under this agreement must take
 13 care to limit any such designation to specific material that qualifies under the appropriate
 14 standards. The designating party must designate for protection only those parts of material,
 15 documents, items, or oral or written communications that qualify, so that other portions of the
 16 material, documents, items, or communications for which protection is not warranted are not swept
 17 unjustifiably within the ambit of this agreement.

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

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

25 5.2 Manner and Timing of Designations. Except as otherwise provided in this
 26 agreement (see, e.g., second paragraph of section 5.2(b) below), or as otherwise stipulated or

1 ordered, disclosure or discovery material that qualifies for protection under this agreement must
2 be clearly so designated before or when the material is disclosed or produced.

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

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

25 | P a g e | 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

26 6.1 Timing of Challenges. Any party or non-party may challenge a designation of

1 confidentiality at any time. Unless a prompt challenge to a designating party's confidentiality
 2 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
 3 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to
 4 challenge a confidentiality designation by electing not to mount a challenge promptly after the
 5 original designation is disclosed.

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

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

20 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
 21 LITIGATION

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

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

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order 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 by the designating party whose confidential material may be affected.

8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

10. NON TERMINATION AND RETURN OF DOCUMENTS

Within 60 days after the termination of this action, including all appeals, each receiving party must return all confidential material to the producing party, including all copies, extracts and summaries thereof. Alternatively, the parties may agree upon appropriate methods of 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: March 7, 2025

POLI, MOON & ZANE, PLLC

9 By: /s/ Christopher M. Walsh
 10 Christopher M. Walsh, WSBA #59454
 11 Of Attorneys for Alice Denton

ROBERT D. BOHM, PLLC

13 By: /s/ Robert D. Bohm
 14 Robert D. Bohm, WSBA #4720
 15 Of Attorneys for Alice Denton

16 DATED: March 7, 2025

ROPERS MAJESKI, PC

17 By /s/ Joanne T. Blackburn
 18 JOANNE T. BLACKBURN
 19 joanne.blackburn@ropers.com
 20 WSBA No. 21541
 21 NATALIA SMIRNOVA
 22 natalia.smirnova@ropers.com
 23 WSBA No. 55110
 24 *Attorneys for Defendant*

ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

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

DATED: March 10, 2025

Jean D.

The Honorable Jamal N. Whitehead
United States District Court Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Western District of Washington on [date] in the case of _____ **[insert formal name of the case and the number and initials issued to it by the court]**. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions 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.

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

Date:

City and State where sworn and signed:

Printed name:

Signature:

CERTIFICATE OF SERVICE

I, Karen Langridge, hereby certify that on March 10, 2025, I electronically filed the following:

- **Stipulated Protective Order**

with the Court using the CM/ECF system which will send notification of such filing to the following:

Attorneys for Plaintiff

Christopher M. Walsh, WSBA #59454
POLI, MOON & ZANE, PLLC
P.O. Box 6915
Tacoma, WA 98417
Tel: (206) 704-5653
Email: cwalsh@pmzlaw.com

Robert D. Bohm, WSBA #42703
ROBERT D. BOHM, PLLC
PO Box 25536
Federal Way, WA 98093-2536
Tel: (206) 463-6767
Email: rdbohm@premisesinjurylaw.com

DATED this 7th day of March 2025.

By /s Karen Langridge
Karen Langridge, Legal Assistant
ROPERS MAJESKI PC
1420 Fifth Avenue, Suite 2200
Seattle, Washington 98101
Telephone: (206) 676-3400
E-mail: karen.langridge@ropers.com