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8 UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA

10 GE PROPERTY & CASUALTY
INSURANCE COMPANY, a Pennsylvania
11 corporation,

12 Plaintiff,

13 v.

14 UNIVERSAL UNDERWRITERS
INSURANCE COMPANY, a Kansas
15 corporation,

16 Defendant.
17

CASE NO. CIV.S-04-0131 MCE/DAD

**STIPULATED PROTECTIVE ORDER
REGARDING PLAINTIFF'S
PRODUCTION OF DISPUTED
DOCUMENTS**

18 COME NOW plaintiff GE Property Casualty & Property Insurance Company
19 (“Plaintiff”) and defendant Universal Underwriters Insurance Company (“Defendant”), through
20 their counsel, who stipulate as follows, subject to the approval of this Court:

21 1. Whereas, on February 16, 2005, over its duly stated objections, Plaintiff
22 was ordered to produced additional documents, including its entire file for the claim at issue, to
23 Defendant. Plaintiff sought reconsideration of the February 16, 2005 Order, and on April 18,
24 2005, Plaintiff’s motion for reconsideration was denied.

25 2. Whereas, Plaintiff has produced most documents encompassed within the
26 Orders of February 16, 2005 and April 18, 2005, but Plaintiff has declined to produce documents
27 it has identified as relating to coverage counsel communication with respect to the underlying
28 action. Plaintiff asserts that such documents are either protected by the attorney-client privilege or

1 attorney work-product doctrine and has advised Defendant that it will seek appellate review by the
2 Ninth Circuit Court of Appeals to preserve the privileged and protected status of such documents.
3 Defendant, on the other hand, has requested that Plaintiff comply with the Orders in full and
4 produce all responsive documents.

5 3. To expedite production of the remaining documents relating to coverage
6 counsel communications with respect to the underlying action and to avoid the need for immediate
7 appellate review of the Orders, Plaintiff and Defendant have agreed that Plaintiff will produce to
8 Defendant all remaining documents that it was ordered to produce to Defendant, including
9 documents relating to coverage counsel communications concerning the underlying action. Each
10 page of the remaining documents to be produced relating to coverage counsel communications
11 concerning the underlying action shall be stamped “CONFIDENTIAL”. Plaintiff shall not so
12 mark any document that has already been produced to Defendant.

13 4. It is expressly agreed that Plaintiff is not waiving any claim of attorney-
14 client privilege or work-product protection for documents relating to communications with
15 coverage counsel and that Plaintiff and Defendant is estopped by Plaintiff’s reliance on this
16 stipulation from asserting that the fact of Plaintiff’s production of documents designated
17 “CONFIDENTIAL” has waived any privilege or protection.

18 5. Testimony taken at a deposition, conference, hearing or trial and relating to
19 coverage counsel communications may be designated as confidential by Plaintiff by making a
20 statement to that effect on the record at the deposition or other proceeding. Arrangements shall be
21 made with the court reporter taking and transcribing such proceeding to separately bind such
22 portions of the transcript containing information designated as confidential, and to label such
23 portions appropriately.

24 6. Material designated as confidential under this Order, the information
25 contained therein, and any summaries, copies, abstracts, or other documents derived in whole or
26 part from material designated as confidential (hereinafter “Confidential Material”) shall be used
27 solely for the purposes of this action and shall not be disclosed to any person or entity except the
28 parties to the action and counsel working on behalf of any party to the action and such counsel’s

1 paralegal, secretarial, and clerical employees. By designating material as confidential under the
2 terms of this order, Plaintiff is certifying to the court that there is a good faith basis both in law
3 and in fact for the designation within the meaning of Federal Rule Civil Procedure 26(g).

4 7. Any document filed with the Court that contains Confidential Material shall
5 be filed under seal. The party filing such document with the Court shall place such filing in a
6 sealed envelope or other appropriately sealed container on which shall be endorsed the title of the
7 litigation, an indication of the nature of the contents of such sealed envelope or other container, the
8 notation "CONFIDENTIAL, PROTECTED BY COURT ORDER," and a statement substantially
9 in the following form:

10 This envelope contains confidential information and is sealed
11 pursuant to the [date] Order of the Court at the request of
12 [requesting party]. It is not to be opened or the contents thereof to
 be displayed or revealed to any persons except by order of the Court
 or pursuant to consent of the parties claiming confidentiality.

13 Until further order of the Court, said envelope or container shall not be opened except by
14 the Court or pursuant to consent of Plaintiff.

15 8. Counsel shall attempt to agree upon procedures to protect at any hearing the
16 confidentiality of information designated "CONFIDENTIAL" and shall, prior to such hearing
17 submit such proposed procedures, including any disputes relating thereto, to the Court for its
18 approval or modification. In the event that any Confidential Material is used in any court
19 proceeding in this action, it shall not lose its confidential status through such use.

20 9. This Stipulation is entered solely for the purpose of facilitating the
21 exchange of documents and information between the parties to this action without involving the
22 Court unnecessarily in the process. Other than as provided herein, nothing in this Stipulation nor
23 the production of any information or document under the terms of this Stipulation shall be deemed
24 to have the effect of an admission or waiver by either party, or of altering the nature of any such
25 documents or information, or of altering any existing obligation of any party or the absence
26 thereof.

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10. This Stipulation may be signed in counterparts.

IT IS SO STIPULATED:

DATED: May __, 2005

HANCOCK ROTHERT & BUNSHOFT LLP

By: _____

Max H. Stern
Attorneys for Defendant and Counter-Claimant
UNIVERSAL UNDERWRITERS INSURANCE
COMPANY

DATED: May __, 2005

LAW OFFICES OF NELSON, THOMPSON, PEGUE
& THORNTON, P.C.

By: _____

Carol J. Knoblow
Attorneys for Plaintiff GE PROPERTY &
CASUALTY INSURANCE COMPANY

IT IS SO ORDERED:

DATED: May 20, 2005



MORRISON C. ENGLAND, JR
UNITED STATES DISTRICT JUDGE