

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Sheikh v. Spinnaker Ins. Co.

Sheikh · No. 2:23-cv-01582-TLN-SCR · Decided March 3, 2025

OPINION

Sheikh v. Spinnaker Ins. Co.

PER CURIAM.

1 Yasin M. Almadani (SBN 242798) MIN K. KANG (SBN 246904) ALMADANI LAW
mkang@hinshawlaw.com 2 4695 MacArthur Ct., Suite 1100 TAMI KAY LEE (SBN 224096)
Newport Beach, CA 92660 tlee@hinshawlaw.com

3 Tel: (949) 877-7177 HINSHAW & CULBERTSON LLP

Fax: (949) 877-8757 350 South Grand Ave., Suite 3600 4 YMA@LawAlm.com Los Angeles, CA
90071-3476 Telephone: 213-680-2800 5 Attorneys for Plaintiff Facsimile: 213-614-7399 6
Attorneys for Defendants

SPINNAKER INSURANCE COMPANY,

7 and HIPPO ANALYTICS INC. dba

HIPPO INSURANCE SERVICES

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UNITED STATES DISTRICT COURT

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EASTERN DISTRICT OF CALIFORNIA

11 12 FIRDOS S. SHEIKH, M.D., an individual, Case No. 2:23-cv-01582-TLN-SCR 13 Plaintiff,
STIPULATED PROTECTIVE ORDER 14 vs. Hon. Troy J. Nunley United States District Judge
15 SPINNAKER INSURANCE COMPANY,

an Illinois Company; HIPPO ANALYTICS Hon. Sean C. Riordan 16 INC. dba HIPPO
ENTERPRISES INC. dba United States Magistrate Judge

HIPPO INSURANCE SERVICES, a

17 Delaware Corporation; and DOES 1-10 inclusive, 18 Defendants. 19

20 I. PURPOSES AND LIMITATIONS

21 A. Discovery in this action is likely to involve production of confidential, 22 proprietary, or
private information for which special protection from public 23 disclosure and from use for any
purpose other than prosecuting this litigation 24 may be warranted. Accordingly, the parties
hereby stipulate to and petition the 1 Court to enter the following Stipulated Protective Order. The
parties 2 acknowledge that this Order does not confer blanket protections on all 3 disclosures or
responses to discovery and that the protection it affords from 4 public disclosure and use extends

only to the limited information or items that 5 are entitled to confidential treatment under the applicable legal principles. The 6 parties further acknowledge, as set forth in Section XIII(C), below, that this 7 Stipulated Protective Order does not entitle them to file confidential information 8 under seal; Eastern District Civil Local Rule 251 sets forth the procedures that 9 must be followed and the standards that will be applied when a party seeks 10 permission from the Court to file material under seal.

11 II. GOOD CAUSE STATEMENT

12 A. This action may call upon Defendants' disclosure and production of 13 liability insurance agreements, and possibly private/protected information 14 regarding trade secrets, customer and pricing lists, and other valuable research, 15 development, commercial, financial information or financial condition, technical 16 and/or proprietary information for which special protection from public 17 disclosure and from use for any purpose other than prosecution or defense of 18 this action is warranted. Such confidential and proprietary materials may also 19 consist of, among other things, commercial information (including information 20 implicating privacy rights of third parties), and information otherwise generally 21 unavailable to the public, or which may be privileged or otherwise protected 22 from disclosure under state or federal statutes, court rules, case decisions, or 23 common law. This action may also further call for Plaintiff's disclosure and 24 production of private medical or mental health information or personally 1 identifiable information (e.g., social security numbers, dates of birth, etc.). 2 Accordingly, to expedite the flow of information, to facilitate the prompt 3 resolution of disputes over confidentiality of discovery materials, to adequately 4 protect information the parties are entitled to keep confidential, to ensure that 5 the parties are permitted reasonable necessary uses of such material in 6 preparation for and in the conduct of trial, to address their handling at the end 7 of the litigation, and serve the ends of justice, a protective order for such 8 information is justified in this matter. It is the intent of the parties that 9 information will not be designated as confidential for tactical reasons and that 10 nothing be so designated without a good faith belief that it has been maintained 11 in a confidential, non-public manner, and there is good cause why it should not 12 be part of the public record of this case.

13 III. DEFINITIONS

14 A. Action: This pending federal law suit 15 B. Challenging Party: A Party or Non-Party that challenges the designation 16 of information or items under this Order. 17 C. "CONFIDENTIAL" Information or Items: Information (regardless of how 18 it is generated, stored or maintained) or tangible things that qualify for 19 protection under Federal Rule of Civil Procedure 26(c), and as specified above in 20 the Good Cause Statement. 21 D. Counsel: Outside Counsel of Record and House Counsel (as well as their 22 support staff). 23 24 1 E. Designating Party: A Party or Non-Party that designates information or 2 items that it produces in disclosures or in responses to discovery as

3 "CONFIDENTIAL."

4 F. Disclosure or Discovery Material: All items or information, regardless of 5 the medium or manner in which it is generated, stored, or maintained 6 (including, among other things, testimony, transcripts, and tangible things), that 7 are produced or generated in disclosures or responses to discovery in this 8 matter. 9 G. Expert: A person with specialized knowledge or experience in a matter 10 pertinent to the litigation who has been retained by a Party or its counsel to 11 serve as an expert witness or as a consultant in this Action. 12 H. House Counsel: Attorneys who are employees of a party to this Action. 13 House Counsel does not include Outside Counsel of Record or any other outside 14 counsel. 15 I. Non-Party: Any natural person, partnership, corporation, association, or 16 other legal entity not named as a Party to this action. 17 J. Outside Counsel of Record: Attorneys who are not employees of a party 18 to this Action but are retained to represent or advise a party to this Action and 19 have appeared in this Action on behalf of that party or are affiliated with a law 20 firm which has appeared on behalf of that party, and includes support staff. 21 K. Party: Any party to this Action, including all of its officers, directors, 22 employees, consultants, retained experts, and Outside Counsel of Record (and 23 their support staffs). 24 1 L. Producing Party: A Party or Non-Party that produces Disclosure or 2 Discovery Material in this Action. 3 M. Professional Vendors: Persons or entities that provide litigation support 4 services (e.g., photocopying, videotaping, translating, preparing exhibits or 5 demonstrations, and organizing, storing, or retrieving data in any form or 6 medium) and their employees and subcontractors. 7 N. Protected Material: Any Disclosure or Discovery Material that is 8 designated as “CONFIDENTIAL.” 9 O. Receiving Party: A Party that receives Disclosure or Discovery Material 10 from a Producing Party.

11 IV. SCOPE

12 A. The protections conferred by this Stipulation and Order cover not only 13 Protected Material (as defined above), but also (1) any information copied or 14 extracted from Protected Material; (2) all copies, excerpts, summaries, or 15 compilations of Protected Material; and (3) any testimony, conversations, or 16 presentations by Parties or their Counsel that might reveal Protected Material. 17 B. Any use of Protected Material at trial shall be governed by the orders of 18 the trial judge. This Order does not govern the use of Protected Material at trial.

19 V. DURATION

20 A. Once a case proceeds to trial, all of the information that was designated as 21 confidential or maintained pursuant to this Protective Order becomes public and 22 will be presumptively available to all members of the public, including the press, 23 unless compelling reasons supported by specific factual findings to proceed 24 otherwise are made to the trial judge in advance of the trial. See *Kamakana v. 1 City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) 2 (distinguishing “good cause” showing for sealing documents produced in 3 discovery from “compelling reasons” standard when merits-related documents 4 are part of court record). Accordingly, the terms of this Protective Order do not 5 extend beyond the commencement of the trial. 6 B. Even after final disposition of this litigation, the confidentiality

obligations 7 imposed by this Order shall remain in effect until a Designating Party agrees 8 otherwise in writing or a court order otherwise directs. Final disposition shall be 9 deemed to be the later of (1) dismissal of all claims and defenses in this Action, 10 with or without prejudice; and (2) final judgment herein after the completion 11 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this 12 Action, including the time limits for filing any motions or applications for 13 extension of time pursuant to applicable law.

14 VI. DESIGNATING PROTECTED MATERIAL

15 A. Exercise of Restraint and Care in Designating Material for Protection 16 1. Each Party or Non-Party that designates information or items for 17 protection under this Order must take care to limit any such designation 18 to specific material that qualifies under the appropriate standards. The 19 Designating Party must designate for protection only those parts of 20 material, documents, items, or oral or written communications that 21 qualify so that other portions of the material, documents, items, or 22 communications for which protection is not warranted are not swept 23 unjustifiably within the ambit of this Order. 24 1 2. Mass, indiscriminate, or routinized designations are prohibited. 2 Designations that are shown to be clearly unjustified or that have been 3 made for an improper purpose (e.g., to unnecessarily encumber the case 4 development process or to impose unnecessary expenses and burdens on 5 other parties) may expose the Designating Party to sanctions. 6 3. If it comes to a Designating Party's attention that information or 7 items that it designated for protection do not qualify for protection, that 8 Designating Party must promptly notify all other Parties that it is 9 withdrawing the inapplicable designation. 10 B. Manner and Timing of Designations 11 1. Except as otherwise provided in this Order (see, e.g., Section B(2) 12 below), or as otherwise stipulated or ordered, Disclosure or Discovery 13 Material that qualifies for protection under this Order must be clearly so 14 designated before the material is disclosed or produced. 15 2. Designation in conformity with this Order requires the following: 16 a. For information in documentary form (e.g., paper or 17 electronic documents, but excluding transcripts of depositions or 18 other pretrial or trial proceedings), that the Producing Party affix 19 at a minimum, the legend "CONFIDENTIAL" (hereinafter 20 "CONFIDENTIAL legend"), to each page that contains protected 21 material. If only a portion or portions of the material on a page 22 qualifies for protection, the Producing Party also must clearly 23 identify the protected portion(s) (e.g., by making appropriate 24 markings in the margins). 1 b. A Party or Non-Party that makes original documents 2 available for inspection need not designate them for protection 3 until after the inspecting Party has indicated which documents it 4 would like copied and produced. During the inspection and before 5 the designation, all of the material made available for inspection 6 shall be deemed "CONFIDENTIAL." After the inspecting Party has 7 identified the documents it wants copied and produced, the 8 Producing Party must determine which documents, or portions 9 thereof, qualify for protection under this Order. Then, before 10 producing the specified documents, the Producing Party must affix 11 the "CONFIDENTIAL legend" to each page that contains Protected 12 Material. If only a portion or portions of the

material on a page 13 qualifies for protection, the Producing Party also must clearly 14 identify the protected portion(s) (e.g., by making appropriate 15 markings in the margins). 16 c. For testimony given in depositions, that the Designating 17 Party identify the Disclosure or Discovery Material on the record, 18 before the close of the deposition all protected testimony. 19 d. For information produced in form other than documentary 20 and for any other tangible items, that the Producing Party affix in a 21 prominent place on the exterior of the container or containers in 22 which the information is stored the legend “CONFIDENTIAL.” If 23 only a portion or portions of the information warrants protection, 24 1 the Producing Party, to the extent practicable, shall identify the 2 protected portion(s). 3 C. Inadvertent Failure to Designate 4 1. If timely corrected, an inadvertent failure to designate qualified 5 information or items does not, standing alone, waive the Designating 6 Party’s right to secure protection under this Order for such material. 7 Upon timely correction of a designation, the Receiving Party must make 8 reasonable efforts to assure that the material is treated in accordance with 9 the provisions of this Order.

10 VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 A. Timing of Challenges 12 1. Any party or Non-Party may challenge a designation of 13 confidentiality at any time that is consistent with the Court’s Scheduling 14 Order. 15 B. Meet and Confer 16 1. The Challenging Party shall initiate the dispute resolution process 17 under the Local Rules of the Eastern District of California. 18 C. The burden of persuasion in any such challenge proceeding shall be on 19 the Designating Party. Frivolous challenges, and those made for an improper 20 purpose (e.g., to harass or impose unnecessary expenses and burdens on other 21 parties) may expose the Challenging Party to sanctions. Unless the Designating 22 Party has waived or withdrawn the confidentiality designation, all parties shall 23 continue to afford the material in question the level of protection to which it is 24 1 entitled under the Producing Party’s designation until the Court rules on the 2 challenge.

3 VIII. ACCESS TO AND USE OF PROTECTED MATERIAL

4 A. Basic Principles 5 1. A Receiving Party may use Protected Material that is disclosed or 6 produced by another Party or by a Non-Party in connection with this 7 Action only for prosecuting, defending, or attempting to settle this Action. 8 Such Protected Material may be disclosed only to the categories of 9 persons and under the conditions described in this Order. When the 10 Action has been terminated, a Receiving Party must comply with the 11 provisions of Section XIV [Final Disposition] below. 12 2. Protected Material must be stored and maintained by a Receiving 13 Party at a location and in a secure manner that ensures that access is 14 limited to the persons authorized under this Order. 15 B. Disclosure of “CONFIDENTIAL” Information or Items 16 1. Unless otherwise ordered by the Court or permitted in writing by 17 the Designating Party, a Receiving Party may disclose any information or 18 item designated “CONFIDENTIAL” only to: 19 a. The Receiving Party’s Outside Counsel of Record in this 20 Action, as well as employees of said Outside Counsel of Record to 21 whom it is reasonably necessary to disclose the information for this 22 Action; 23 24 1 b. The officers, directors, and

employees (including House 2 Counsel) of the Receiving Party to whom disclosure is reasonably 3 necessary for this Action; 4 c. Experts (as defined in this Order) of the Receiving Party to 5 whom disclosure is reasonably necessary for this Action and who 6 have signed the “Acknowledgment and Agreement to Be Bound” 7 (Exhibit A); 8 d. The Court and its personnel; 9 e. Court reporters and their staff; 10 f. Professional jury or trial consultants, mock jurors, and 11 Professional Vendors to whom disclosure is reasonably necessary 12 for this Action and who have signed the “Acknowledgment and 13 Agreement to be Bound” attached as Exhibit A hereto; 14 g. The author or recipient of a document containing the 15 information or a custodian or other person who otherwise 16 possessed or knew the information; 17 h. During their depositions, witnesses, and attorneys for 18 witnesses, in the Action to whom disclosure is reasonably 19 necessary provided: (i) the deposing party requests that the 20 witness sign the “Acknowledgment and Agreement to Be Bound;” 21 and (ii) they will not be permitted to keep any confidential 22 information unless they sign the “Acknowledgment and Agreement 23 to Be Bound,” unless otherwise agreed by the Designating Party or 24 ordered by the Court. Pages of transcribed deposition testimony or 1 exhibits to depositions that reveal Protected Material may be 2 separately bound by the court reporter and may not be disclosed to 3 anyone except as permitted under this Stipulated Protective Order; 4 and 5 i. Any mediator or settlement officer, and their supporting 6 personnel, mutually agreed upon by any of the parties engaged in 7 settlement discussions.

8 IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED 9 IN OTHER LITIGATION

10 A. If a Party is served with a subpoena or a court order issued in other 11 litigation that compels disclosure of any information or items designated in this 12 Action as “CONFIDENTIAL,” that Party must: 13 1. Promptly notify in writing the Designating Party. Such notification 14 shall include a copy of the subpoena or court order; 15 2. Promptly notify in writing the party who caused the subpoena or 16 order to issue in the other litigation that some or all of the material 17 covered by the subpoena or order is subject to this Protective Order. Such 18 notification shall include a copy of this Stipulated Protective Order; and 19 3. Cooperate with respect to all reasonable procedures sought to be 20 pursued by the Designating Party whose Protected Material may be 21 affected. 22 B. If the Designating Party timely seeks a protective order, the Party served 23 with the subpoena or court order shall not produce any information designated 24 in this action as “CONFIDENTIAL” before a determination by the Court from 1 which the subpoena or order issued, unless the Party has obtained the 2 Designating Party’s permission. The Designating Party shall bear the burden 3 and expense of seeking protection in that court of its confidential material and 4 nothing in these provisions should be construed as authorizing or encouraging a 5 Receiving Party in this Action to disobey a lawful directive from another court.

6 X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE

7 PRODUCED IN THIS LITIGATION

8 A. The terms of this Order are applicable to information produced by a Non- 9 Party in this Action and designated as “CONFIDENTIAL.” Such information 10 produced by Non-Parties in connection with this litigation is protected by the 11 remedies and relief provided by this Order. Nothing in these provisions should 12 be construed as prohibiting a Non-Party from seeking additional protections. 13 B. In the event that a Party is required, by a valid discovery request, to 14 produce a Non-Party’s confidential information in its possession, and the Party 15 is subject to an agreement with the Non-Party not to produce the Non-Party’s 16 confidential information, then the Party shall: 17 1. Promptly notify in writing the Requesting Party and the Non-Party 18 that some or all of the information requested is subject to a 19 confidentiality agreement with a Non-Party; 20 2. Promptly provide the Non-Party with a copy of the Stipulated 21 Protective Order in this Action, the relevant discovery request(s), and a 22 reasonably specific description of the information requested; and 23 3. Make the information requested available for inspection by the 24 Non-Party, if requested. 1 C. If the Non-Party fails to seek a protective order from this court within 14 2 days of receiving the notice and accompanying information, the Receiving Party 3 may produce the Non-Party’s confidential information responsive to the 4 discovery request. If the Non-Party timely seeks a protective order, the 5 Receiving Party shall not produce any information in its possession or control 6 that is subject to the confidentiality agreement with the Non-Party before a 7 determination by the court. Absent a court order to the contrary, the Non-Party 8 shall bear the burden and expense of seeking protection in this court of its 9 Protected Material.

10 XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

11 A. If a Receiving Party learns that, by inadvertence or otherwise, it has 12 disclosed Protected Material to any person or in any circumstance not 13 authorized under this Stipulated Protective Order, the Receiving Party must 14 immediately (1) notify in writing the Designating Party of the unauthorized 15 disclosures, (2) use its best efforts to retrieve all unauthorized copies of the 16 Protected Material, (3) inform the person or persons to whom unauthorized 17 disclosures were made of all the terms of this Order, and (4) request such person 18 or persons to execute the “Acknowledgment and Agreement to be Bound” that is 19 attached hereto as Exhibit A.

20 XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE

21 PROTECTED MATERIAL

22 A. When a Producing Party gives notice to Receiving Parties that certain 23 inadvertently produced material is subject to a claim of privilege or other 24 protection, the obligations of the Receiving Parties are those set forth in Federal 1 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify 2 whatever procedure may be established in an e-discovery order that provides for 3 production without prior privilege review. Pursuant to Federal Rule of Evidence 4 502(d) and (e), insofar as the parties reach an agreement on the effect of 5 disclosure of a communication or information covered by the attorney-client 6 privilege or work product

protection, the parties may incorporate their 7 agreement in the Stipulated Protective Order submitted to the Court.

8 XIII. MISCELLANEOUS

9 A. Right to Further Relief 10 1. Nothing in this Order abridges the right of any person to seek its
11 modification by the Court in the future. 12 B. Right to Assert Other Objections 13 1. By
stipulating to the entry of this Protective Order, no Party waives 14 any right it otherwise would
have to object to disclosing or producing any 15 information or item on any ground not addressed
in this Stipulated 16 Protective Order. Similarly, no Party waives any right to object on any 17
ground to use in evidence of any of the material covered by this Protective 18 Order. 19 C. Filing
Protected Material 20 1. A Party that seeks to file under seal any Protected Material must 21
comply with Eastern District Civil Local Rule 251. Protected Material 22 may only be filed under
seal pursuant to a court order authorizing the 23 sealing of the specific Protected Material at issue.
If a Party's request to 24 file Protected Material under seal is denied by the Court, then the 1
Receiving Party may file the information in the public record unless 2 otherwise instructed by the
Court.

3 XIV. FINAL DISPOSITION

4 A. After the final disposition of this Action, as defined in Section V 5 [Duration], within sixty
(60) days of a written request by the Designating Party, 6 each Receiving Party must return all
Protected Material to the Producing Party 7 or destroy such material. As used in this subdivision,
“all Protected Material” 8 includes all copies, abstracts, compilations, summaries, and any other
format 9 reproducing or capturing any of the Protected Material. Whether the Protected 10
Material is returned or destroyed, the Receiving Party must submit a written 11 certification to the
Producing Party (and, if not the same person or entity, to the 12 Designating Party) by the 60 day
deadline that (1) identifies (by category, where 13 appropriate) all the Protected Material that was
returned or destroyed and (2) 14 affirms that the Receiving Party has not retained any copies,
abstracts, 15 compilations, summaries or any other format reproducing or capturing any of 16 the
Protected Material. Notwithstanding this provision, Counsel are entitled to 17 retain an archival
copy of all pleadings, motion papers, trial, deposition, and 18 hearing transcripts, legal
memoranda, correspondence, deposition and trial 19 exhibits, expert reports, attorney work
product, and consultant and expert work 20 product, even if such materials contain Protected
Material. Any such archival 21 copies that contain or constitute Protected Material remain subject
to this 22 Protective Order as set forth in Section V [Duration]. 23 24 1 B. Any violation of this
Order may be punished by any and all appropriate 2 measures including, without limitation,
contempt proceedings and/or monetary 3 sanctions. 4 5 6 || IT IS SO STIPULATED, THROUGH
COUNSEL OF RECORD.

7 ALMADANI LAW

8 || Dated: February 26, 2025 /s/ Yasin Almadani Yasin M. Almadani, Esq. 9 Attorney(s) for
Plaintiff(s) 10

11 HINSHAW & CULBERTSON LLP

12 Dated:February 26, 2025 /s/ Tami Kay Lee 13 Min Kang Tami Kay Lee 14 Attorney(s) for
Defendant(s) 15 16 |} FOR GOOD CAUSE SHOWN, IT IS SO ORDERED. 17 Dated:_March 3,
2025 18 ° 19

SEAN C. RIORDAN

20 UNITED STATES MAGISTRATE JUDGE

21 22 23 24 Stipulated Protective Order 17 2:23-cv-01582-TLN-SCR 87536\323968126.v1

1 EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

2 3 I, [print or type full name], of 4 [print or type full address], declare under penalty of perjury
that I 5 have read in its entirety and understand the Stipulated Protective Order that was issued 6
by the United States District Court for the Eastern District of California on 7 [date] in the case of
Sheikh v. Spinnaker Insurance 8 Company, et al. (Case No. 2:23-cv-01582-TLN-SCR). I agree to
comply with and to be 9 bound by all the terms of this Stipulated Protective Order and I
understand and 10 acknowledge that failure to so comply could expose me to sanctions and
punishment in 11 the nature of contempt. I solemnly promise that I will not disclose in any
manner any 12 information or item that is subject to this Stipulated Protective Order to any person
or 13 entity except in strict compliance with the provisions of this Order. 14 I further agree to
submit to the jurisdiction of the United States District Court 15 for the Eastern District of
California for the purpose of enforcing the terms of this 16 Stipulated Protective Order, even if
such enforcement proceedings occur after 17 termination of this action. I hereby appoint [print or
18 type full name] of [print or type full address and 19 telephone number] as my California agent
for service of process in connection with this 20 action or any proceedings related to enforcement
of this Stipulated Protective Order. 21 Date: 22 City and State where sworn and signed: 23 Printed
Name: 24 Signature: