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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

MARK ROWELL,
Plaintiff,
v.
AVIZA TECHNOLOGY HEALTH
AND WELFARE PLAN and
HARTFORD LIFE AND
ACCIDENT INSURANCE
COMPANY,
Defendants.

Case No. 5:10-CV-05656-PSG

**STIPULATED CONFIDENTIALITY
AGREEMENT AND PROTECTIVE
ORDER AS MODIFIED BY THE
COURT**

IT IS HEREBY STIPULATED AND AGREED, by and between the parties to this action, Plaintiff Mark Rowell ("Plaintiff") and Defendant Hartford Life and Accident Insurance Company ("Hartford"), that certain documents, materials or information to be produced by Hartford in discovery (as described in Paragraph 1)

1 shall be subject to the following Confidentiality Agreement with respect to
 2 confidentiality and privacy, subject to the approval of the Court.

3 1. The information/items governed by this Stipulated Confidentiality
 4 Agreement are: (1) any part of Hartford's claims handling procedures, policies and
 5 guidelines to be produced as part of its responses to the request for production of
 6 documents and responses to interrogatories; and, (2) the index/table of contents for
 7 the LTD Product Manual. Any further documents to be designated as subject to
 8 this Stipulated Confidentiality Agreement will be designated in addendum(s) to this
 9 Stipulated Confidentiality Agreement and submitted to the Court for approval.

10 2. The documents, materials or information identified in Paragraph 1 of
 11 this Stipulated Confidentiality Agreement contain or constitute confidential,
 12 private, proprietary and/or trade secret information as defined by California Civil
 13 Code § 3426.1 and FRCP Rule 26(c)(1)(G), and shall be subject to the terms of this
 14 Stipulated Confidentiality Agreement. Said documents, materials or information,
 15 including all information contained therein, and all copies, descriptions, summaries,
 16 notes, abstracts or portions of pleadings or transcripts which contain or are derived
 17 from such information, hereinafter shall be referred to as "the Information."

18 3. The Information shall be used solely for the purpose of this action. No
 19 part of the Information shall be disclosed to any person or otherwise made public
 20 except pursuant to this Stipulated Confidentiality Agreement.

21 4. The Information may be disclosed only to the persons described in the
 22 following sentence, only to the extent that such person is performing work in
 23 connection with this action, and only to the extent necessary to perform that work.
 24 Such persons are: (a) the Parties to this action; (b) counsel of record for the Parties;
 25 (c) any person regularly employed by such counsel, including legal assistants,
 26 secretaries, law clerks, investigators, associates and contract attorneys; (d) actual or
 27 prospective experts and consultants retained or consulted by a Party or a Party's
 28 counsel in the course of this action; (e) any potential deposition and trial witnesses,

1 to the extent counsel deems it necessary for and relevant to the testimony of such
 2 witnesses; and (f) this Court, its staff, and jurors empanelled in the trial of this
 3 lawsuit. These persons shall not disclose, discuss or reveal the Information, its
 4 contents or existence, or the documents containing the Information to any other
 5 person or entity not specifically identified in this Paragraph. Upon demand,
 6 (except the Court)

7 Plaintiff's counsel and these persons [^] will return the Information and all copies of
 8 documents relating thereto to Defendant's attorneys at the conclusion of this action.

9 5. No copies, summaries, digests, notes or descriptions of the Information
 10 shall be provided by a Party or its counsel for distribution to persons other than
 11 those described in Paragraph 4.

12 6. Persons to whom access to the Information is given pursuant to this
 13 Stipulated Confidentiality Agreement shall keep such material and any copies,
 14 extracts, summaries, notes or descriptions thereof secure in accordance with the
 15 purposes and intent of this Stipulated Confidentiality Agreement and shall adopt
 16 and employ all suitable precautions to ensure continued confidentiality, non-use and
 17 non-disclosure. No disclosure shall be made to any person pursuant to Paragraph
 18 4(d) or 4(e) until such person has executed either this Stipulated Confidentiality
 19 Agreement or a written Understanding and Agreement to be bound by this
 20 Stipulated Confidentiality Agreement in the form attached hereto as Exhibit 1.

21 7. Upon request of any Party, the original transcript and any and all
 22 copies of any deposition containing (a) documents pertaining to the Information as
 23 exhibits, or (b) testimony relating to the Information, shall be marked on its cover
 24 "CONTAINS CONFIDENTIAL INFORMATION. DO NOT DISCLOSE
 25 EXCEPT BY COURT ORDER." Disclosure of any copy of such deposition
 26 transcript or any document attached as a deposition exhibit shall be restricted to the
 27 deponent, his or her counsel of record, and persons designated in Paragraph 4.

28 8. Any party who intends to file documents which discusses or discloses
 29 any Information subject to this Stipulated Confidentiality Agreement with the Court

1 must comply with the Northern District of California Local Rules. Specifically, the
 2 Parties may disclose the Information to the Court in connection with motions filed
 3 in this case or at trial in this case along with a stipulation (and/or motion if
 4 necessary) to file the documents under seal pursuant. The Information will be
 5 provided to the Court in a sealed envelope and will be marked "Confidential:
 6 Subject to Protective Order." The Court will decide whether to seal the Information
 7 and all references to the information in any other documents, or in any reporter's
 8 transcript. Any party who intends to file documents which discusses or discloses
 9 any Information subject to this Stipulated Confidentiality Agreement shall give
 10 seven (7) days' notice of the same to all parties in the action.

11 9. Production of the documents or disclosure of the Information protected
 12 by this Stipulated Confidentiality Agreement shall not constitute a waiver of any
 13 confidentiality, privacy right or privilege. Moreover, Defendant retains the right to
 14 assert all substantive objections to the Information and/or documents containing the
 15 Information, including but not limited to relevancy, hearsay, privacy, privilege and
 16 Federal Rule Of Evidence, Rule 403.

17 10. Any part of the Information may be removed from the scope of this
 18 Stipulated Confidentiality Agreement by agreement of the Parties or by Court
 19 order.

20 11. Should any Party violate the terms of this Stipulated Confidentiality
 21 Agreement, and should legal action be necessary as a result of any violation or
 22 threatened violation of this Stipulated Confidentiality Agreement, the prevailing
 23 Party may recover any damages allowed under the law.

24 12. Notwithstanding anything to the contrary contained herein, any Party
 25 may move for a modification of this Stipulated Confidentiality Agreement at any
 26 time that the interests of justice appear to so require. Further, nothing in this
 27 Stipulated Confidentiality Agreement shall be construed as affecting the Parties'
 28 obligations with respect to the Information as required by law.

1 13. This Stipulated Confidentiality Agreement shall be binding on any and
2 all Parties who sign below.
3

4 Dated: August 4, 2011

Law Office of Steven M. Chabre

5 By: /s/ Steven M. Chabre
6 [As approved on August 4, 2011]
7 Steven M. Chabre
8 chabre66@yahoo.com
9 Attorneys for Plaintiff Mark Rowell

10 Dated: August 5, 2011

Burke, Williams & Sorensen, LLP

11 By: /s/ Michael B. Bernacchi
12 Michael B. Bernacchi
13 mbernacchi@bwslaw.com
14 Attorneys for Defendants Hartford Life and
15 Accident Insurance Company and Aviza
16 Technology Health and Welfare Plan
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EXHIBIT 1

UNDERSTANDING AND AGREEMENT PURSUANT TO PROTECTIVE ORDER

I hereby state that I have read a copy of the Stipulated Confidentiality Agreement and Protective Order in *Mark Rowell v. Aviza Technology Health and Welfare Plan and Hartford Life and Accident Insurance Company*, Case No. 5:10-CV-05656-PSG pending in the United States District Court, Northern District of California. I understand and agree to be bound by its terms.

Dated: _____

Signature

Printed Name

Address

PROTECTIVE ORDER

Upon consideration of the Stipulated Confidentiality Agreement between Plaintiff Mark Rowell ("Plaintiff") and Defendants Hartford Life and Accident Insurance Company ("Hartford") and Aviza Technology Health and Welfare Plan (collectively "Defendants"), the Court hereby approves of said Agreement and orders the parties to comply with its terms. Certain documents, materials or information to be produced by Hartford in discovery shall be subject to the parties' Stipulated Confidentiality Agreement with respect to confidentiality and privacy.

IT IS SO ORDERED.

Dated: August 12, 2011

Paul S. Averb

Hon. Paul S. Grewal