

Gretchen M. Nelson, SBN 112566
gnelson@nflawfirm.com
Gabriel S. Barenfeld, SBN 224146
gbarenfeld@nflawfirm.com
NELSON & FRAENKEL LLP
601 S. Figueroa St., Suite 2050
Los Angeles, CA 90017
Telephone No.: (844) 622-6469
Facsimile No.: (213) 622-6019

Charles J. Crueger, Esq. (PHV forthcoming)
cjc@cruegerdickinson.com
Erin K. Dickinson, Esq. (PHV forthcoming)
ekd@cruegerdickinson.com
Ben Kaplan, Esq. (PHV forthcoming)
bak@cruegerdickinson.com
CRUEGER DICKINSON LLC
4532 North Oakland Avenue
Whitefish Bay, WI 53211
Tel.: (414) 210-3868

Edward A. Wallace (PHV forthcoming)
eaw@wallacemiller.com
Mark R. Miller (PHV forthcoming)
mrm@wallacemiller.com
WALLACE MILLER
150 N. Wacker Drive, Suite 1100
Chicago, IL 60606
Tel.: (312) 626-9760

*Counsel for Plaintiff & the Proposed
Classes*

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JASIBEL CANCHOLA, individually
and on behalf of all others similarly
situated;

Plaintiffs,

vs.

ALLSTATE INSURANCE
COMPANY, et al.,
Defendants

Case No.: 8:23-cv-00734-FWS-ADS

**STIPULATED PROTECTIVE
ORDER**

CLASS ACTION

NOTE: CHANGES MADE BY THE COURT

1 Plaintiffs Jasibel Canchola and Carlos Ochoa (“Plaintiffs”) and Defendant Allstate
2 Insurance Company (“Allstate”) (together, “parties”), by and through their undersigned
3 attorneys of record, hereby stipulate and agree to the following.

4 **I. PURPOSES AND LIMITATIONS**

5 A. Discovery in this action is likely to involve production of confidential,
6 proprietary, or private information for which special protection from public disclosure
7 and from use for any purpose other than prosecuting this litigation may be warranted.
8 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
9 Stipulated Protective Order (the “Order”). The parties acknowledge that this Order does
10 not confer blanket protections on all disclosures or responses to discovery and that the
11 protection it affords from public disclosure and use extends only to the limited
12 information or items that are entitled to confidential treatment under the applicable legal
13 principles. The parties further acknowledge, as set forth in Section XIII(C), below, that
14 this Order does not entitle them to file confidential or highly confidential information
15 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the
16 standards that will be applied when a party seeks permission from the Court to file
17 material under seal.

18 **II. GOOD CAUSE STATEMENT**

19 A. This action is likely to involve valuable commercial, financial, proprietary,
20 and/or private information for which special protection from public disclosure and from
21 use for any purpose other than prosecution of this action is warranted. Such confidential
22 and proprietary materials and information consist of, among other things, confidential
23 business or financial information, information regarding confidential business practices,
24 private financial or tax information, or other confidential commercial information
25 (including information implicating privacy rights of third parties), information otherwise
26 generally unavailable to the public, or which may be privileged or otherwise protected
27 from disclosure under state or federal statutes, court rules, case decisions, or common
28 law. Moreover, this action is likely to involve certain information that contains highly
sensitive materials about business strategy which could cause irreparable damage to

certain parties and non-parties if reviewed by other parties or non-parties themselves, as opposed to their outside counsel only. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential or highly confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

III. DEFINITIONS

A. Action: This pending federal law suit.

B. Challenging Party: A Party or Non-Party that challenges the designation of information or items under this Order.

C. “CONFIDENTIAL” Information or Items: Information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

D. Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

E. Designating Party: A Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

F. Disclosure or Discovery Material: All items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

1 G. Expert: A person with specialized knowledge or experience in a matter
 2 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
 3 expert witness or as a consultant in this Action.

4 H. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information
 5 or Items: any Confidential Information about a Designating Party’s finances or business
 6 strategy that the Designating Party reasonably believes to be competitively sensitive such
 7 that the Designating Party could suffer competitive harm if such information were
 8 disclosed to persons other than the Designating Party’s employees.

9 I. House Counsel: Attorneys who are employees of a party to this Action.
 10 House Counsel does not include Outside Counsel of Record or any other outside counsel.

11 J. Non-Party: Any natural person, partnership, corporation, association, or
 12 other legal entity not named as a Party to this action.

13 K. Outside Counsel of Record: Attorneys who are not employees of a party to
 14 this Action but are retained to represent or advise a party to this Action and have
 15 appeared in this Action on behalf of that party or are affiliated with a law firm which has
 16 appeared on behalf of that party, and includes support staff.

17 L. Party: Jasibel Canchola, Carlos Ochoa, Allstate Insurance Company, and
 18 any other person or entity who is subsequently added as a named party in this action,
 19 including all of their officers, directors, employees, consultants, Experts, and Outside
 20 Counsel of Record (and their support staffs).

21 M. Producing Party: A Party or Non-Party that produces Disclosure or
 22 Discovery Material in this Action.

23 N. Professional Vendors: Persons or entities that provide litigation support
 24 services (e.g., photocopying, videotaping, translating, preparing exhibits or
 25 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
 26 their employees and subcontractors.

27 O. Protected Material: Any Disclosure or Discovery Material that is designated
 28 as “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 ONLY.”

1 P. Receiving Party: A Party that receives Disclosure or Discovery Material
2 from a Producing Party.

3 IV. SCOPE

4 A. The protections conferred by this Stipulation and Order cover not only
5 Protected Material (as defined above), but also (1) any information copied or extracted
6 from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
7 Material; and (3) any testimony, conversations, or presentations by Parties or their
8 Counsel that might reveal Protected Material.

9 B. Any use of Protected Material at trial shall be governed by the orders of the
10 trial judge. This Order does not govern the use of Protected Material at trial.

11 V. DURATION

12 A. Once a case proceeds to trial, all of the information that was designated as
13 confidential or highly confidential or maintained pursuant to this Protective Order
14 becomes public and will be presumptively available to all members of the public if part
15 of the court record, including the press, unless compelling reasons supported by specific
16 factual findings to proceed otherwise are made to the trial judge in advance of the trial.
17 See Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006)
18 (distinguishing “good cause” showing for sealing documents produced in discovery from
19 “compelling reasons” standard when merits-related documents are part of court record).
20 Accordingly, the terms of this Protective Order do not extend beyond the commencement
21 of the trial for any material made part of the court record.

22 B. For information not subject to Section V.A, even after final disposition of
23 this litigation, the confidentiality obligations imposed by this Order shall remain in effect
24 until a Designating Party agrees otherwise in writing or a court order otherwise directs.
25 Final disposition shall be deemed to be the later of (1) dismissal of all claims and
26 defenses in this Action, with or without prejudice; and (2) final judgment herein after the
27 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this
28 Action, including the time limits for filing any motions or applications for extension of
time pursuant to applicable law.

VI. DESIGNATING PROTECTED MATERIAL

A. Exercise of Restraint and Care in Designating Material for Protection

1. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

2. Mass, indiscriminate, or routinized designations not supported by the Good Cause Statement above are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

3. Redacting responsive documents exclusively for relevancy purposes is prohibited. This Order will protect any sensitive information a Designating Party alleges is irrelevant within the relevant and responsive document.

4. If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

B. Manner and Timing of Designations

1. Except as otherwise provided in this Order (*see, e.g.*, Section B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before or at the time the material is disclosed or produced.

2. Designation in conformity with this Order requires the following:

a. For information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" or

1 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (hereinafter
2 “CONFIDENTIAL legend”), to each page that contains protected material. If only a
3 portion or portions of the material on a page qualifies for protection, the Producing Party
4 also must clearly identify the protected portion(s) (e.g., by making appropriate markings
5 in the margins).

6 b. A Party or Non-Party that makes original documents available
7 for inspection need not designate them for protection until after the inspecting Party has
8 indicated which documents it would like copied and produced. During the inspection and
9 before the designation, all of the material made available for inspection shall be deemed
10 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting
11 Party has identified the documents it wants copied and produced, the Producing Party
12 must determine which documents, or portions thereof, qualify for protection under this
13 Order. Then, before producing the specified documents, the Producing Party must affix
14 the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
15 portion or portions of the material on a page qualifies for protection, the Producing Party
16 also must clearly identify the protected portion(s) (e.g., by making appropriate markings
17 in the margins).

18 c. For testimony given in depositions, that the Designating Party
19 identify the Disclosure or Discovery Material on the record, before the close of the
20 deposition all protected testimony.

21 d. For information produced in form other than document and for
22 any other tangible items, that the Producing Party affix in a prominent place on the
23 exterior of the container or containers in which the information is stored the legend
24 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”
25 If only a portion or portions of the information warrants protection, the Producing Party,
26 to the extent practicable, shall identify the protected portion(s).

27 C. Inadvertent Failure to Designate

28 1. If timely corrected, an inadvertent failure to designate qualified
information or items does not, standing alone, waive the Designating Party’s right to

1 secure protection under this Order for such material. Upon timely correction of a
 2 designation, the Receiving Party must make reasonable efforts to assure that the material
 3 is treated in accordance with the provisions of this Order.

4 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

5 **A. Timing of Challenges**

6 1. Any Party or Non-Party may challenge a designation of
 7 confidentiality at any time that is consistent with the Court's Scheduling Order.

8 **B. Meet and Confer**

9 1. The Challenging Party shall initiate the dispute resolution process
 10 under Local Rule 37.1 et seq.

11 C. The burden of persuasion in any such challenge proceeding shall be on the
 12 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
 13 to harass or impose unnecessary expenses and burdens on other parties) may expose the
 14 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
 15 the confidentiality designation, all parties shall continue to afford the material in question
 16 the level of protection to which it is entitled under the Producing Party's designation until
 17 the Court rules on the challenge.

18 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

19 **A. Basic Principles**

20 1. A Receiving Party may use Protected Material that is disclosed or
 21 produced by another Party or by a Non-Party in connection with this Action only for
 22 prosecuting, defending, or attempting to settle this Action. Such Protected Material may
 23 be disclosed only to the categories of persons and under the conditions described in this
 24 Order. When the Action has been terminated, a Receiving Party must comply with the
 25 provisions of Section XIV below.

26 2. Protected Material must be stored and maintained by a Receiving
 27 Party at a location and in a secure manner that ensures that access is limited to the
 28 persons authorized under this Order.

B. Disclosure of "CONFIDENTIAL" Information or Items

1 1. Unless otherwise ordered by the Court or permitted in writing by the
2 Designating Party, a Receiving Party may disclose any information or item designated
3 “CONFIDENTIAL” only to:

4 a. The Receiving Party’s Outside Counsel of Record in this
5 Action, as well as employees of said Outside Counsel of Record to whom it is reasonably
6 necessary to disclose the information for this Action;

7 b. The officers, directors, and employees (including House
8 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this
9 Action;

10 c. Experts (as defined in this Order) of the Receiving Party to
11 whom disclosure is reasonably necessary for this Action and who have signed the
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 d. The Court and its personnel;

14 e. Court reporters and their staff;

15 f. Professional jury or trial consultants, mock jurors, and
16 Professional Vendors to whom disclosure is reasonably necessary for this Action and
17 who have signed the “Acknowledgment and Agreement to be Bound” attached as Exhibit
18 A hereto;

19 g. The author or recipient of a document containing the
20 information or a custodian or other person who otherwise possessed or knew the
21 information;

22 h. During their depositions, witnesses, and attorneys for witnesses,
23 in the Action to whom disclosure is reasonably necessary provided: (i) the deposing party
24 requests that the witness sign the “Acknowledgment and Agreement to Be Bound;” and
25 (ii) they will not be permitted to keep any confidential information unless they sign the
26 “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed by the
27 Designating Party or ordered by the Court. Pages of transcribed deposition testimony or
28 exhibits to depositions that reveal Protected Material may be separately bound by the

1 court reporter and may not be disclosed to anyone except as permitted under this Order;
2 and

3 i. Any mediator or settlement officer, and their supporting
4 personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

5 C. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
6 ONLY” Information or Items.

7 1. Unless otherwise ordered by the court or permitted in writing by the
8 Designating Party, a Receiving Party may disclose any information or item designated
9 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

10 a. the Receiving Party’s Outside Counsel of Record in this action,
11 as well as Professional Vendors of said Outside Counsel of Record to whom it is
12 reasonably necessary to disclose the information for this litigation and who have signed
13 the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

14 b. Experts of the Receiving Party (1) to whom disclosure is
15 reasonably necessary for this litigation, and (2) who have signed the “Acknowledgment
16 and Agreement to Be Bound” (Exhibit A);

17 c. the court and its personnel and court reporters and their staff;

18 d. professional jury or trial consultants, and Professional Vendors
19 to whom disclosure is reasonably necessary for this litigation and who have signed the
20 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 f. the author or recipient of a document containing the
22 information or a custodian or other person who otherwise possessed or knew the
23 information;

24 g. During their depositions, witnesses, and attorneys for witnesses,
25 in the Action to whom disclosure is reasonably necessary provided: (i) the witness and
26 court reporter, prior to being shown the document, sign the “Acknowledgment and
27 Agreement to Be Bound;” and (ii) the witness is not permitted to keep any confidential
28 information, unless otherwise agreed by the Designating Party or ordered by the Court. If
the deposed witness is an Allstate employee who is requested, but declines, to sign the

1 “Acknowledgement and Agreement to be Bound,” then the deposing party may use the
 2 document designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
 3 during the deposition notwithstanding limitation (i) above. Pages of transcribed
 4 deposition testimony or exhibits to depositions that reveal Protected Material may be
 5 separately bound by the court reporter and may not be disclosed to anyone except as
 6 permitted under this Order; and

7 h. Any mediator or settlement officer, and their supporting
 8 personnel, mutually agreed upon by any of the parties engaged in settlement discussions
 9 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

10 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN** 11 **OTHER LITIGATION**

12 A. If a Party is served with a subpoena or a court order issued in other litigation
 13 that compels disclosure of any information or items designated in this Action as
 14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,”
 15 that Party must:

16 1. Promptly notify in writing the Designating Party. Such notification
 17 shall include a copy of the subpoena or court order;

18 2. Promptly notify in writing the party who caused the subpoena or order
 19 to issue in the other litigation that some or all of the material covered by the subpoena or
 20 order is subject to this Protective Order. Such notification shall include a copy of this
 21 Order; and

22 3. Cooperate with respect to all reasonable procedures sought to be
 23 pursued by the Designating Party whose Protected Material may be affected.

24 B. If the Designating Party timely seeks a protective order, the Party served
 25 with the subpoena or court order shall not produce any information designated in this
 26 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 27 ONLY” before a determination by the Court from which the subpoena or order issued,
 28 unless the Party has obtained the Designating Party’s permission. The Designating Party
 shall bear the burden and expense of seeking protection in that court of its confidential

1 material. Nothing in these provisions should be construed as authorizing or encouraging
2 a Receiving Party in this Action to disobey a lawful directive from another court.

3 **X. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
4 **PRODUCED IN THIS LITIGATION**

5 A. The terms of this Order are applicable to information produced by a Non-
6 Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY
7 CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced by
8 Non-Parties in connection with this litigation is protected by the remedies and relief
9 provided by this Order. Nothing in these provisions should be construed as prohibiting a
10 Non-Party from seeking additional protections.

11 B. In the event that a Party is required, by a valid discovery request, to produce
12 a Non-Party's confidential information in its possession, and the Party is subject to an
13 agreement with the Non-Party not to produce the Non-Party's confidential information,
14 then the Party shall:

15 1. Promptly notify in writing the Requesting Party and the Non-Party
16 that some or all of the information requested is subject to a confidentiality agreement
17 with a Non-Party;

18 2. Promptly provide the Non-Party with a copy of the Stipulated
19 Protective Order in this Action, the relevant discovery request(s), and a reasonably
20 specific description of the information requested; and

21 3. Make the information requested available for inspection by the Non-
22 Party, if requested.

23 C. If the Non-Party fails to seek a protective order from this court within 14
24 days of receiving the notice and accompanying information, the Receiving Party may
25 produce the Non-Party's confidential information responsive to the discovery request. If
26 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any
27 information in its possession or control that is subject to the confidentiality agreement
28 with the Non-Party before a determination by the court. Absent a court order to the

contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

A. 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 that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the Stipulated Protective Order submitted to the Court.

XIII. MISCELLANEOUS

A. Right to Further Relief

1. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

B. Right to Assert Other Objections

1. By stipulating to the entry of this Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any

1 ground not addressed in this Order. Similarly, no Party waives any right to object on any
 2 ground to use in evidence of any of the material covered by this Order.

3 C. Filing Protected Material

4 1. A Party that seeks to file under seal any Protected Material must
 5 comply with Civil Local Rule 79-5. Protected Material may only be filed under seal
 6 pursuant to a court order authorizing the sealing of the specific Protected Material at
 7 issue. If a Party's request to file Protected Material under seal is denied by the Court,
 8 then the Receiving Party may file the information in the public record unless otherwise
 9 instructed by the Court.

10 **XIV. FINAL DISPOSITION**

11 A. After the final disposition of this Action, as defined in Section V, within
 12 sixty (60) days of a written request by the Designating Party, each Receiving Party must
 13 return all Protected Material to the Producing Party or destroy such material. As used in
 14 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
 15 summaries, and any other format reproducing or capturing any of the Protected Material.
 16 Whether the Protected Material is returned or destroyed, the Receiving Party must submit
 17 a written certification to the Producing Party (and, if not the same person or entity, to the
 18 Designating Party) by the 60 day deadline that (1) identifies (by category, where
 19 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that
 20 the Receiving Party has not retained any copies, abstracts, compilations, summaries or
 21 any other format reproducing or capturing any of the Protected Material.

22 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
 23 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
 24 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
 25 consultant and expert work product, even if such materials contain Protected Material.
 26 Any such archival copies that contain or constitute Protected Material remain subject to
 27 this Protective Order as set forth in Section V.

28 B. Any violation of this Order may be punished by any and all appropriate
 measures including, without limitation, contempt proceedings and/or monetary sanctions.

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 DATED: July 19, 2023

NELSON & FRAENKEL LLP

3
4
5 By: /s/ Gabriel S. Barenfeld

6 Gretchen Nelson

7 Gabriel S. Barenfeld

8 *Attorneys for Plaintiff and the Proposed Class*

9 DATED: July 19, 2023

10 CRUEGER DICKINSON LLC

11
12 By: /s/ Charles J. Crueger

13 Charles J. Crueger

14 Erin K. Dickinson

15 *Attorneys for Plaintiff and the Proposed Class*

16
17 DATED: July 19, 2023

18 WALLACE MILLER

19
20 By: /s/ Edward A. Wallace

21 Edward A. Wallace

22 Mark R. Miller

23 *Attorneys for Plaintiff and the Proposed*
24 *Class*

1 DATED: July 19, 2023

LITTLER MENDELSON P.C.

2
3
4 By: /s/ Robert S. Blumberg

5 Keith A. Jacoby

6 Robert S. Blumberg

7 Jaime B. Laurent

8 Emily J. Atherton

9 *Attorneys for Defendant Allstate Insurance*
10 *Company*

11
12 DATED: July 19, 2023

AKIN GUMP STRAUSS HAUER & FELD LLP

13
14
15 By: /s/ Neal Marder

16 Robert G. Lian Jr.

17 Neal Marder

18 Josh Rubin

19 Donna Mezias

20 *Attorneys for Defendant Allstate Insurance*
21 *Company*

1 *Pursuant to L.R. 5-4.3.4(a)(2)(i), the undersigned attorney hereby attests that all
2 other signatories listed, and on whose behalf the filing is submitted, concur in the filing's
3 content and have authorized the filing.

4 DATED: July 19, 2023

NELSON & FRAENKEL LLP

7 By: /s/ Gabriel S. Barenfeld
8 Gabriel S. Barenfeld
9 Attorneys Plaintiff & the Proposed Classes

10 **ORDER**

11 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

12
13 DATED: July 19, 2023

14
15
16 /s/ Autumn D. Spaeth
17 Honorable Autumn D. Spaeth
18 United States Magistrate Judge
19
20
21
22
23
24
25
26
27
28

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 issue by the United States
 District Court for the Central District of California on [DATE] in the case of *Canchola v.*
Allstate Insurance Company, Case No. 8:23-cv-00734-FWS-ADS . 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 Central District of California for the purpose of enforcing the terms of this Stipulated
 Protective Order, even if such enforcement proceedings occur after termination of this
 action. I hereby appoint _____ [print or type full name] of _____
 _____ [print or type full address and telephone number] as my California
 agent for service of process in connection with this action or any proceedings related to
 enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____