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13 CELGENE CORPORATION
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14 **UNITED STATES DISTRICT COURT**
15 **CENTRAL DISTRICT OF CALIFORNIA**
16 **WESTERN DIVISION**

17 UNITED STATES OF AMERICA, the
States of CALIFORNIA, COLORADO,
18 CONNECTICUT, DELAWARE,
FLORIDA, GEORGIA, HAWAII,
ILLINOIS, INDIANA, LOUISIANA,
19 MARYLAND, MASSACHUSETTS,
MICHIGAN, MINNESOTA,
20 MONTANA, NEVADA, NEW
HAMPSHIRE, NEW JERSEY, NEW
21 MEXICO, NEW YORK, NORTH
CAROLINA, OKLAHOMA, RHODE
22 ISLAND, TENNESSEE, TEXAS,
VIRGINIA, WASHINGTON,
23 WISCONSIN, the DISTRICT OF
COLUMBIA, and the CITY OF
24 CHICAGO,

25 Plaintiffs,
Ex rel.

26 BEVERLY BROWN,

Plaintiff-Relator,

27 v.
28

Case No. 10-cv-03165 GHK (SSx)
Assigned to: Hon. George H. King

**STIPULATED PROTECTIVE
ORDER FOR PRODUCTION BY
NON-PARTY KAISER
PERMANENTE**

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CELGENE CORPORATION,

Defendant.

Additional Counsel

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1 **STIPULATED PROTECTIVE ORDER FOR PRODUCTION BY NON-**
2 **PARTY KAISER PERMANENTE**

3 The parties file this Stipulated Protective Order to preserve the
4 confidentiality of protected health information (PHI) and financial, commercial, and
5 trade secret information that may be produced in discovery in this action. The
6 parties agree that a protective order concerning such information is necessary to
7 protect the confidentiality and integrity of the information, and to prevent injury
8 (including without limitation financial and competitive injury) that the producing
9 party or the person who is the subject of the information might incur from public
10 disclosure. The good cause basis for this Protective Order is set forth more fully in
11 Paragraph 2. The parties having agreed to the following terms of confidentiality,
12 and the Court having found that good cause exists for issuance of an appropriately-
13 tailored Protective Order, it is therefore hereby ORDERED:

14 1. **Definitions.** As used in this Protective Order,

15 a) “Commercially Sensitive information” means information that the
16 Producing Non-Party believes would result in competitive, commercial, or financial
17 harm, including pricing information, sales reports, sales margins, and contracts or
18 agreements between pharmaceutical companies and pharmacy benefit managers.

19 b) “Conclusion” means the end time for any records retention
20 requirement and statute of limitations applicable to a party or a party’s counsel.

21 c) “Covered Entity or Entities” means “covered entity” as defined in 45
22 C.F.R. §160.103.

23 d) “Discovery Material” is intended to be comprehensive and includes
24 any and all Kaiser Permanente produced materials, including documents,
25 information, electronically-stored information (ESI) and tangible things in the
26 broadest sense contemplated by Rule 34 of the Federal Rules of Civil Procedure,
27 and shall include all written, oral, recorded, electronic, or graphic material, however
28 produced or reproduced, including, but not limited to all written or printed matter of

1 any kind, computer data of any kind, graphic or manual records or representations
2 of any kind, and electronic, mechanical, or electric records furnished in the course
3 of discovery under this Order by the signatories to this Order, and other persons or
4 entities subject to this Order, including deposition testimony and exhibits thereto,
5 answers to interrogatories, and responses to other discovery requests and subpoenas
6 issued under this Order.

7 e) "Litigation" means the above-captioned case as well as all related
8 appellate proceedings.

9 f) "Parties" means Relator and Defendant in this action.

10 g) "Producing Non-Party" means non-party Kaiser Permanente or any
11 Kaiser Permanente contractor or agent of Kaiser Permanente that produces
12 Discovery Material pursuant to this Order.

13 h) "Proprietary Information" means trade secret or other confidential
14 research, development, or commercial information entitled to protection under
15 Federal Rule of Civil Procedure 26(c)(1)(G).

16 i) "Protected Health Information" or "PHI" means "protected health
17 information" as defined in 45 C.F.R. § 160.103.

18 j) "Service Providers" means any court reporter service, videographer
19 service, translation service, photocopy service, document management service,
20 records management service, graphics service, or other such litigation service
21 designated by a party or a party's legal counsel in this case.

22 2. **Good Cause Statement**

23 Fed. R. Civ. P. 26(c) requires parties to show good cause for the entry of a
24 protective order by the Court. "[R]estrictions placed on discovered, but not yet
25 admitted, information are not a restriction on a traditionally public source of
26 information." *Foltz v. State Farm Mutual Automobile Ins. Co.*, 331 F.3d 1122, 1134
27 (9th Cir. 2003). As a result, "[w]hile courts generally make a finding of good cause
28 before issuing a protective order, a court need not do so where (as here) the parties

1 stipulate to such an order.” *In re Roman Catholic Archbishop of Portland in*
2 *Oregon*, 661 F.3d 417, 424 (9th Cir. 2011); *Foltz*, 331 F.3d at 1131 (noting a
3 district court need not require a good cause showing for discovery documents not
4 filed with the court “given the onerous burden document review entails”). In order
5 to establish good cause for this protective order, to protect the public interest, and to
6 allow for future judicial review or public challenges, the parties stipulate to the
7 following facts, and the following principles are the basis upon which documents
8 and information in this action may be determined to be subject to this protective
9 order.

10 Because this case involves pharmaceuticals, medical records pertaining to the
11 prescription and use of the drugs at issue are relevant. Many such records include
12 patient identifying information and are protected from disclosure by the physician-
13 patient privilege, HIPAA, or other applicable law. *See, e.g.*, 45 C.F.R. §
14 164.512(e)(1)(ii)(B) (requiring protective order prior to disclosure of protected
15 health information in response to discovery requests absent individual notice to
16 individuals); Cal. Civ. Code §§ 56 *et seq.*; Cal. Code Civ. Proc. § 1985.3(a)(1).

17 The production of the documents governed by this Order also involves
18 information submitted to governmental and/or regulatory agencies that is exempt
19 from public disclosure, *see, e.g.*, 5 U.S.C. § 552(b)(4), (6), (7)(A), (7)(B), (7)(C), as
20 well as information that the Designating Party is under a duty to preserve as
21 confidential under an agreement with or other obligation of another person. *See,*
22 *e.g., Deckers Outdoor Corp. v. JLJ Footwear, Inc.*, 2:14-cv-00202-SVW-SS (C.D.
23 Cal. 2014), Dkt. No. 23, pg. 2 (approving protective order applicable to
24 “[i]nformation that the Party is under a duty to preserve as confidential under an
25 agreement with or other obligation to another Person”).

26 Good cause exists because, if such information was produced without a
27 protective order in place, then, among other things: third parties’ privacy rights
28 protected under Constitutional, statutory, and common law principles could be

1 violated; third parties could be exposed to embarrassment, theft, fraud, or
2 harassment; the Producing Non-Party could be accused of breaching a statutory,
3 contractual, or common law duty to protect private and/or proprietary information
4 from public disclosure and thereby irreparably injure the Producing Non-Party.
5 Accordingly, to expedite the flow of information but also adequately protect
6 Confidential Information, a protective order is justified. It is the intent of the
7 Producing Non-Party and the parties to this action that information will not be
8 designated as confidential for tactical reasons and that nothing be so designated
9 without a good faith belief that it has been maintained in a confidential, non-public
10 manner, and there is good cause to protect it.

11 **3. Scope.**

12 This Order shall be applicable to and govern all documents, things and
13 information produced, furnished or created during the course of this Action, by
14 Producing Non-Party Kaiser Permanente or any Kaiser Permanente contractor or
15 agent of Kaiser Permanente. As set forth more fully in Paragraph 30, it does not
16 apply to other entities or individuals. The information protected includes, but is not
17 limited to: materials and information produced in response to requests for
18 production of documents; answers to interrogatories; answers to requests for
19 admission; responses to requests for production of documents; deposition testimony,
20 exhibits, transcripts, and videotapes; all other discovery, pleadings, briefs,
21 memoranda, affidavits, transcripts; and other materials furnished by or on behalf of
22 any party to this Action. Any summary, analysis, description, compilation, notes,
23 excerpt, copy, electronic image or database containing Confidential Information
24 shall be subject to the terms of this Order to the same extent as the material or
25 information from which such summary, analysis, description, compilation, notes,
26 excerpt, copy, electronic image, or database is made or derived.

27 Nothing in this Order is intended to conflict with the applicable Local Rules.
28 Insofar as anything in this Order could be interpreted as conflicting with the

1 applicable Local Rules, the Local Rules will govern. Any use of Confidential
2 Information during a court hearing or at trial shall be governed by the orders of the
3 presiding judge.

4 **4. CONFIDENTIAL Information.**

5 Information designated as "CONFIDENTIAL" pursuant to this Order
6 (hereinafter "CONFIDENTIAL Information") means Discovery Material that
7 contains PHI, that would be protected by the Privacy Act of 1974, 5 U.S.C. § 552a,
8 and/or 45 C.F.R. Part 5b in the hands of Kaiser Permanente, and/or that contains
9 Proprietary Information or Commercially Sensitive Information.

10 **5. Designation of Material as CONFIDENTIAL.**

11 Upon producing Discovery Material to the parties pursuant to a subpoena or
12 other lawful process, the Producing Non-Party should designate the Discovery
13 Material as "CONFIDENTIAL." The Producing Non-Party shall, if practical,
14 designate "CONFIDENTIAL" on every page of the Discovery Material in the same
15 manner in which every page is Bates stamped. If not practical to designate
16 "CONFIDENTIAL" on the Discovery Material, then the Producing Non-Party shall
17 designate the Discovery Material as "CONFIDENTIAL" in correspondence or in
18 some other manner reasonably giving notice of the designation, including (but not
19 limited to) affixing a label marked "CONFIDENTIAL" on the cover of or surface
20 of any electronic media. It is practical to designate "CONFIDENTIAL" on every
21 page of the Discovery Material if it is produced with a Bates stamp on every page.
22 It is not practical to designate "CONFIDENTIAL" on every page of the Discovery
23 Material if it is a spreadsheet or presentation file produced in native format (*e.g.*,
24 Microsoft Excel, PowerPoint, or Access).

25 **6. Access to CONFIDENTIAL Information.**

26 As needed to pursue the Litigation, and subject to Paragraph 7, the Parties
27 shall permit only the following persons to have access to CONFIDENTIAL
28 Information:

- 1 a) The Parties' outside legal counsel and their employees and
2 agents;
- 3 b) The Parties' in-house legal counsel, employees and agents;
- 4 c) Any court reporter service, videographer service, translation
5 service, photocopy service, document management service,
6 records management service, graphics service, or other such
7 litigation Service Providers ("Service Providers"), designated by
8 a party or a party's legal counsel in this case;
- 9 d) The Parties' experts and consultants and their employees and
10 agents;
- 11 e) Individuals who any party or party's legal counsel interviews or
12 deposes;
- 13 f) The Court and court-related personnel; and
- 14 g) Such other persons if this Court so orders.

15 7. Except for the Court or court-related personnel, the Parties shall ensure
16 that each individual designated in Paragraph 6 who reviews or is given access to
17 Discovery Materials reads, agrees to, and signs a copy of the attached
18 Acknowledgement of Protective Order (Exhibit A). Entry of this Order by the
19 Court will constitute Acknowledgement by the Parties and their legal counsel.
20 Where an entity is designated in Paragraph 6, an officer or manager of the entity
21 may sign the Acknowledgement of Protective Order on behalf of the entire entity.
22 Each party's legal counsel shall maintain the copy of the Acknowledgement of
23 Protective Order as signed by each individual or entity designated in Paragraph 6
24 and shall permit the opposing party's legal counsel and Kaiser Permanente to
25 inspect said copy or copies upon request. Individual and entities designated in
26 Paragraph 6 who do not sign the attached Acknowledgement of Protective Order
27 shall not be given access to Discovery Materials.

28 8. **Destruction of CONFIDENTIAL Information at the Conclusion of**

1 **the Case.** No later than 90 days following the Conclusion of the Litigation, the
2 Parties and the individuals and entities designated in Paragraph 6 shall destroy all
3 CONFIDENTIAL Information (including all copies made). All counsel of record
4 shall certify compliance on behalf of themselves, the parties they represent, and the
5 parties' employees and agents (including, but not limited to, the individuals and
6 entities designated in Paragraph 6, as applicable) and shall deliver this certification
7 to Kaiser Permanente not more than sixty (60) days after the Conclusion of the
8 Litigation.

9 **9. Use of CONFIDENTIAL Information in Documents Filed with the**
10 **Court.** In the event any party wishes to use CONFIDENTIAL Information in any
11 affidavits, briefs, memoranda, exhibits, motions, or other papers filed in Court in
12 this action, such party shall take appropriate steps to safeguard CONFIDENTIAL
13 Information, consistent with Local Rule 79-5 and all other applicable Local Rules.
14 Where the papers to be filed contain CONFIDENTIAL Information not pertinent to
15 the issue before the Court, the parties should redact such CONFIDENTIAL
16 Information. Where the filing party wishes the Court to review the
17 CONFIDENTIAL Information filed with the Court, and all portions of pleadings,
18 motions or other papers filed with the Court that disclose such CONFIDENTIAL
19 Information, the filing party must apply to file such Information under seal pursuant
20 to Local Rules 79-5.2 and 79-5.3. The parties will use their best efforts to minimize
21 such sealing and only seek to file information under seal when truly necessary.

22 **10. Terms Specific to Protected Health Information (PHI).** Pursuant to
23 45 C.F.R. § 164.512(e)(1) and for purposes of compliance with the Health
24 Insurance Portability and Accountability Act of 1996 ("HIPAA"), the parties' legal
25 counsel in this case, the employees and agents of each party, and all non-party
26 Covered Entities are expressly and specifically authorized to use or disclose PHI in
27 accordance with this order to:

28 a) respond to Interrogatories, Requests for Admission, or Requests for

1 Production of Documents, including electronically stored information
2 (ESI), served pursuant to the Federal Rules of Civil Procedure in this
3 case seeking PHI;

- 4 b) request interviews or depositions and interview, depose, or respond in
5 interviews or depositions in which PHI might be disclosed;
- 6 c) prepare briefs and other materials for the Court so long as such
7 materials are treated in accordance with this Protective Order; and
- 8 d) disclose PHI to a party's expert regardless of whether the expert is a
9 consulting or testifying expert.

10 11. Pursuant to 45 C.F.R. § 164.512(e)(1) and for purposes of HIPAA
11 compliance, a witness, a records custodian, an expert, or a Covered Entity of any
12 type, is expressly and specifically authorized to use or to disclose to the Parties'
13 legal counsel in this case and the employees and agents of each party and each
14 party's legal counsel in this case, the PHI that is responsive to deposition questions
15 or a valid subpoena *duces tecum*.

16 12. Pursuant to 45 C.F.R. § 164.512(e)(1) and for purposes of HIPAA
17 compliance, any person or entity authorized or ordered to use or disclose PHI
18 pursuant to the terms of this Order is expressly and specifically authorized to do so
19 with, to, or before any Service Providers designated by a party or a party's legal
20 counsel in this case. The protections of this Order shall be imposed on Service
21 Providers as a condition of any Service Provider's receipt of PHI. Each party or the
22 party's legal counsel is charged with obtaining advance consent of such Service
23 Provider to comply with this Paragraph. Upon such consent, the Service Provider
24 will be deemed to have voluntarily submitted to this Court's jurisdiction during the
25 pendency of this case for purposes of enforcement of this paragraph, including but
26 not limited to the imposition of such sanctions as may be appropriate for any
27 noncompliance.

28 13. The intent of this Protective Order is to authorize the use and disclosure

1 of PHI in accordance with 45 C.F.R. § 164.512(e) and the terms of this Protective
2 Order. To the extent that the uses and disclosures of PHI authorized under this
3 Protective Order may be permitted under other provisions of the HIPAA Privacy
4 Rule, such uses and disclosures shall be made pursuant to and in accordance with
5 45 C.F.R. § 164.512(e). This paragraph shall not apply to uses and disclosures of
6 PHI that are not authorized under this Protective

7 **14. Terms Specific to Proprietary Information and Commercially**
8 **Sensitive Information.** For Discovery Materials containing Proprietary
9 Information or Commercially Sensitive Information designated as
10 CONFIDENTIAL, the Producing Non-Party's production of CONFIDENTIAL
11 Information in this case shall not be construed as waiving or diminishing the
12 Producing Non-Party's interests in and rights to the confidentiality of Proprietary
13 Information or Commercially Sensitive Information, unless otherwise ordered by
14 the Court.

15 **15.** Discovery Material shall not be disclosed or used by any party or any
16 individual or entity designated in Paragraph 6 for any purpose other than the
17 Litigation.

18 **16.** All CONFIDENTIAL Information produced, transmitted or otherwise
19 received electronically must be maintained in a reasonably secure manner and
20 guarded against re-disclosure for the life of the record.

21 **17. Challenges to Confidentiality Designation.** If a Party in the case
22 disagrees with the confidentiality designation by the Producing Non-Party, then the
23 matter shall be addressed pursuant to Local Rule 37. Pending a determination by
24 the Court, such information shall be treated as Confidential in accordance with this
25 order.

26 **18. Inadvertent production by the Producing Non-Party.** If at any time
27 prior to the trial of this action, the Producing Non-Party realizes that:

28 a) (1) some portion(s) of Discovery Material was produced without

1 a designation of CONFIDENTIAL, the Producing Non-Party may add either
2 designation to those Discovery Materials without limitation by apprising the parties
3 in writing of such designation. Such Discovery Material will thereafter be treated
4 as CONFIDENTIAL Information under the terms of this Order; (2) Any failure of
5 the Producing Non-Party to designate Discovery Material as CONFIDENTIAL
6 shall not constitute a waiver of any claim of privilege or work product protection
7 with respect to the Discovery Material.

8 b) (1) Discovery Materials subject to a claim of attorney-client
9 privilege or attorney work product protection (“Inadvertently Disclosed
10 Information”) were inadvertently produced, the Producing Non-Party will be
11 entitled to “clawback” this Inadvertently Disclosed Information and to have all
12 copies of it either returned to the Producing Non-Party or destroyed. If the
13 Producing Non-Party seeks to clawback Inadvertently Disclosed Information, it is
14 entitled to do so, regardless of the Producing Non-Party’s diligence in initially
15 attempting to prevent such an inadvertent disclosure. To the extent possible, the
16 Producing Non-Party will clawback only the portions of Discovery Materials
17 containing information subject to a claim of attorney-client privilege or attorney
18 work product protection; (2) Any Inadvertent Disclosure by the Producing Non-
19 Party shall not constitute or be deemed a waiver or forfeiture of any claim of
20 privilege or work product protection with respect to the Inadvertently Disclosed
21 Information itself and/or its subject matter with respect to this litigation or in any
22 other federal, state, or local proceeding, regardless of the Producing Non-Party’s
23 diligence in initially attempting to prevent such disclosure; (3) If the Producing
24 Non-Party makes a claim of inadvertent disclosure, the Parties shall, within five (5)
25 business days, return or destroy all copies of the Inadvertently Disclosed
26 Information, and provide a certification of counsel that all such information has
27 been returned or destroyed; (4) Within five (5) business days of the notification that
28 such Inadvertently Disclosed Information has been returned or destroyed, the

1 Producing Non-Party shall produce a privilege log with respect to the Inadvertently
2 Disclosed Information; (5) After compliance with the Central District of
3 California's Local Rule 37, the Parties ask the Court to compel production of the
4 Inadvertently Disclosed Information. Consistent with C.D. Cal. L.R. 37-2, 37.2.1,
5 and 37.2.2, the Producing Non-Party and the Parties shall address any issues in
6 dispute regarding Inadvertently Disclosed Information by filing a written joint
7 stipulation containing all issues in dispute. The parties to this action shall not
8 oppose the filing of this joint stipulation under seal and instead shall endeavor to
9 file the document under seal pursuant to the procedures set forth in Local Rule 79-
10 5.1, 79-5.2 and 79-5.3. The joint stipulation shall not assert as a ground for
11 entering such an Order the fact or circumstances of the inadvertent production; (6)
12 The Producing Non-Party retains the burden of establishing the privileged or
13 protected nature of any Inadvertently Disclosed Information contained in Discovery
14 Materials; (7) Nothing in this Order shall limit the right of any party to request an in
15 camera review of the Inadvertently Disclosed Information.

16 **19. Inadvertent production or re-disclosure by a party or an**
17 **individual or entity designated in Paragraph 6.** If a party or an individual or
18 entity designated in Paragraph 6(the "Responsible Party") produces or discloses
19 Discovery Material designated as CONFIDENTIAL Information to a person or
20 entity not authorized to receive such disclosure under this Order, such Responsible
21 Party shall, upon becoming aware of such disclosure, immediately inform the
22 Producing Non-Party. The Responsible Party also shall take all reasonable
23 measures to cure the improper disclosure and to promptly ensure that no further or
24 greater unauthorized disclosure of the Discovery Material designated as
25 CONFIDENTIAL Information.

26 **20. Miscellaneous Provisions.** Any and all Medicare Part D Prescription
27 Drug Event (PDE) data produced by the Producing Non-Party in this action shall
28 constitute Confidential Information (depending on which data fields are included or

1 excluded) as that term is used throughout this Protective Order.

2 21. Pursuant to 5 U.S.C. § 552a(b)(11), this Order authorizes Kaiser
3 Permanente to release Privacy Act protected information covered by this Order,
4 without the consent of the subject individual.

5 22. The production of any Discovery Material by Kaiser Permanente in the
6 course of this action, pursuant to and in compliance with the terms of this
7 Protective Order, which might otherwise be prohibited by the Trade Secrets Act, 18
8 U.S.C. § 1905, shall constitute a disclosure “authorized by law” under the terms of
9 the Act.

10 23. Should any party bound by this Order receive a subpoena, civil
11 investigative demand, or other process from a third party seeking, requesting, or
12 requiring disclosure of Discovery Materials produced in this litigation designated as
13 Confidential Information, such person shall give notice to Kaiser Permanente so
14 that Kaiser Permanente may seek appropriate relief, if any. Notice shall be made
15 by the sooner date of (a) ten (10) days from the date the party received the request
16 for production or (b) seven (7) days prior to the deadline for responding to the
17 request for production, and shall be in writing.

18 24. Notwithstanding any provisions of this Protective Order to the contrary,
19 in accordance with any applicable Federal, State, or local laws that afford
20 heightened protection to certain categories of confidential health information,
21 including but not limited to, records or diagnosis or treatment for alcohol or
22 substance abuse, certain sexually transmitted diseases such as HIV/AIDS, mental
23 health, and research pertaining to genetic testing, the party in receipt of such
24 information shall comply with the applicable Federal, State, or local law that
25 affords heightened protection to such information.

26 25. Nothing in this Order shall affect the rights of the parties, producing
27 parties, or third-parties to object to discovery on grounds other than those related to
28 the protection of Confidential Information, nor shall it preclude any party or third-

1 party from seeking further relief or protective orders from this Court as may be
2 appropriate under the Local Rules and Federal Rules of Civil Procedure.

3 26. Any person requiring further protection of Confidential Information
4 may petition this Court for a separate order governing the disclosure of its
5 information.

6 27. The provisions of this Protective Order shall survive the conclusion of
7 this action. To the fullest extent permissible by law and the Court, the parties to
8 this Action and the Producing Non-Party intend that the Court shall retain
9 jurisdiction over all persons subject to this Protective Order to the extent necessary
10 to enforce any obligations arising hereunder or to impose sanctions for any
11 contempt therefore.

12 28. This Protective Order does not dictate the use of Confidential
13 Information designated information by a party at trial. The parties and Producing
14 Non-Party intend that such use shall be determined by appropriate order of the
15 Court.

16 29. This Protective Order may be amended for good cause shown.

17 30. The terms of this Protective Order shall apply to all Confidential
18 Discovery materials produced by Non-Party Kaiser Permanente in this litigation,
19 including material already produced to date. The parties agree to be bound by the
20 terms of this Protective Order upon executing their signatures and before approval
21 from the Judge.

22 31. This Protective Order for Production by Non-Party Kaiser Permanente
23 is intended solely to supplement the existing Protective Order in the case (Dkt No.
24 161). It governs only Discovery Materials produced by the Producing Non-Party as
25 defined in this Protective Order. The production of all other discovery material
26 shall be governed by the existing Protective Order (Dkt. No. 161).

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28 **IT IS SO STIPULATED**

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Dated: October 22, 2015

JONES DAY / SIDLEY AUSTIN LLP

By: 
Brian D. Hershman

Attorneys for Defendant
CELGENE CORPORATION

Dated: October 22, 2015

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BEVERLY BROWN

Dated: October 22, 2015

KAISER PERMANENTE

By: 
Brian S. Lee

Attorneys for Producing Non-Party Kaiser
Permanente

Dated: October , 2015

Hon. Suzanne H. Segal
Magistrate Judge

1 **EXHIBIT A**

2 UNITED STATES DISTRICT COURT
3 CENTRAL DISTRICT OF CALIFORNIA

4 UNITED STATES OF AMERICA, the States
5 of CALIFORNIA, COLORADO,
6 CONNECTICUT, DELAWARE, FLORIDA,
7 GEORGIA, HAWAII, ILLINOIS,
8 INDIANA, LOUISIANA, MARYLAND,
9 MASSACHUSETTS, MICHIGAN,
10 MINNESOTA, MONTANA, NEVADA,
11 NEW HAMPSHIRE, NEW JERSEY, NEW
12 MEXICO, NEW YORK, NORTH
13 CAROLINA, OKLAHOMA, RHODE
14 ISLAND, TENNESSEE, TEXAS,
15 VIRGINIA, WASHINGTON, WISCONSIN,
16 the DISTRICT OF COLUMBIA, and the
17 CITY OF CHICAGO,

Case No. 10-cv-03165 GHK
(SSx)

11 Plaintiffs,
12 *Ex rel.*

13 BEVERLY BROWN,

14 Plaintiff-Relator,

15 v.

16 CELGENE CORPORATION,

17 Defendant.

18
19 **ACKNOWLEDGEMENT OF PROTECTIVE ORDER FOR EXPERT,
20 CONSULTANT, OR EMPLOYEE OF ANY PARTY**

21 I hereby affirm that:

22 Information, including documents and things, designated as "Confidential
23 Information," as defined in the Stipulated Confidential Order entered in the above-captioned
24 action ("Confidential Order"), is being provided to me pursuant to the terms and restrictions
25 of the Confidential Order.
26

27 I have been given a copy of and have read the Confidential Order.

28 I am familiar with the terms of the Confidential Order and I agree to comply with and

1 to be bound by its terms.

2 I submit to the jurisdiction of this Court for enforcement of the Confidential Order.

3 I agree not to use any Confidential Information disclosed to me pursuant to the
4 Confidential Order except as allowed under the Confidential Order and not to disclose any of
5 this information to persons other than those specifically authorized by the Confidential Order,
6 without the express written consent of the party who designated the information as
7 confidential or by order of the presiding judge. I also agree to notify any stenographic, clerical
8 or technical personnel who are required to assist me of the terms of this Confidential Order
9 and of its binding effect on them and me.
10

11 I understand that I am to retain all documents or materials designated as or containing
12 Confidential Information in a secure manner, and that all such documents and materials are to
13 remain in my personal custody (or the custody of my counsel) until the completion of my
14 assigned duties in this matter, whereupon I shall (i) destroy or return to counsel who provided
15 me with such all originals of documents and materials produced and designated as
16 Confidential Information and all identical copies, whether in whole or in part, of such
17 documents, and (ii) destroy all copies thereof, as well as all notes, memoranda or other
18 documents that summarize, discuss or quote materials produced and designated as
19 Confidential Information, except that, with respect to word processing and database tapes and
20 disks, I shall destroy or erase such tapes or disks to the extent practicable.
21
22

23

24 _____
Signature

25

26

27 _____
Name and Title

28