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18 UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
19 WESTERN DIVISION

20 UNITED STATES OF AMERICA,
and STATE OF CALIFORNIA, *ex*
21 *rel. BOBBETTE A. SMITH and*
SUSAN C. ROGERS,

22 Plaintiffs,

23 v.

24 TOM S. CHANG, M.D., *et al.*;

25 Defendants.
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CASE NO.: 13-cv-3772-DMG (MRWx)

**STIPULATED PROTECTIVE
ORDER**

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1.1 PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting and defending this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

Nothing in this Protective Order supersedes existing independent statutory, law enforcement, national security, or regulatory obligations imposed on a party, and this Protective Order does not prohibit or absolve the parties from complying with such other obligations.

1.2 GOOD CAUSE STATEMENT

This action is likely to involve information and documents which may be subject to limitations on disclosure due to federal laws, state laws, privileges and/or privacy rights concerning the disclosure of confidential medical information, trade secrets, or proprietary information. 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

1 are entitled to keep confidential, to ensure that the parties are permitted reasonable
2 necessary uses of such material in preparation for and in the conduct of trial, to
3 address their handling at the end of the litigation, and serve the ends of justice, a
4 protective order for such information is justified in this matter. It is the intent of the
5 parties that information will not be designated as confidential for tactical reasons
6 and that nothing be so designated without a good faith belief that it has been
7 maintained in a confidential, non-public manner, and there is good cause why it
8 should not be part of the public record of this case.

9 **1.3 CONFIDENTIAL HEALTH INFORMATION**

10 This action involves documents and information that are likely to contain
11 certain individually identifiable health information (defined as health information
12 that is connected to a patient's name, address, social security number or other
13 identifying number). Information produced may be subject to the provisions of the
14 Privacy Act (5 U.S.C. § 552a), the HIPAA Privacy and Security Rule (45 C.F.R.
15 Parts 160, 162, 164), or the provisions of 42 U.S.C. §1306, or there may be no
16 waiver by the patient to produce the records to any entity outside the requested or
17 subpoenaed person. The Producing Party may produce the information in an
18 unredacted form and shall designate this information as confidential in the manner
19 set forth in paragraph 5 below. All Parties receiving this designated information
20 shall not file these documents or information, submit them to the Court, or
21 reproduce their contents in any court filing unless the information is placed under
22 seal or all information that would identify the subject of the document or
23 information has been removed or redacted.

24 **2. DEFINITIONS**

25 2.1 Action: this pending federal law suit.

26 2.2 Challenging Party: a Party or Non-Party that challenges the
27 designation of information or items under this Order.
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1 2.3 “CONFIDENTIAL” or ‘CONFIDENTIAL HEALTH
2 INFORMATION” Information or Items: information (regardless of how it is
3 generated, stored or maintained) or tangible things that qualify for protection under
4 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
5 Statement and description of CONFIDENTIAL HEALTH INFORMATION.

6 2.4 Counsel: Government counsel, Relator’s Counsel, Defendants’
7 Outside Counsel of Record and In-House Counsel (as well as their support staff).

8 2.5 Designating Party: a Party or Non-Party that designates information or
9 items that it produces in disclosures or in responses to discovery as
10 “CONFIDENTIAL” or “CONFIDENTIAL HEALTH INFORMATION.”

11 2.6 Disclosure or Discovery Material: all items or information, regardless
12 of the medium or manner in which it is generated, stored, or maintained (including,
13 among other things, testimony, transcripts, and tangible things), that are produced
14 or generated in disclosures or responses to discovery in this matter.

15 2.7 Expert: a person with specialized knowledge or experience in a matter
16 pertinent to the litigation who has been retained by a Party or its counsel to serve
17 as an expert witness or as a consultant in this Action.

18 2.8 In-House Counsel: attorneys who are employees of a party to this
19 Action. House Counsel does not include Outside Counsel of Record or any other
20 outside counsel.

21 2.9 Non-Party: any natural person, partnership, corporation, association,
22 or other legal entity not named as a Party to this action.

23 2.10 Outside Counsel of Record: attorneys who are not employees of a
24 party to this Action but are retained to represent or advise a party to this Action
25 and have appeared in this Action on behalf of that party or are affiliated with a law
26 firm which has appeared on behalf of that party, and includes support staff.

1 2.11 Party: any party to this Action, including all of its officers, directors,
2 employees, consultants, retained experts, and Outside Counsel of Record (and their
3 support staffs).

4 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
5 Discovery Material in this Action.

6 2.13 Professional Vendors: persons or entities that provide litigation
7 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
8 demonstrations, and organizing, storing, or retrieving data in any form or medium)
9 and their employees and subcontractors.

10 2.14 Protected Material: any Disclosure or Discovery Material that is
11 designated as “CONFIDENTIAL” or “CONFIDENTIAL HEALTH
12 INFORMATION.”

13 2.15 Receiving Party: a Party that receives Disclosure or Discovery
14 Material from a Producing Party.

15 3. SCOPE

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

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

23 4. DURATION

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

5 **5. DESIGNATING PROTECTED MATERIAL**

6 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

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

14 Mass, indiscriminate, or routinized designations are prohibited. Designations
15 that are shown to be clearly unjustified or that have been made for an improper
16 purpose (e.g., to unnecessarily encumber the case development process or to
17 impose unnecessary expenses and burdens on other parties) may expose the
18 Designating Party to sanctions.

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

22 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
23 this Order (see, e.g., section 5.2(b) below), or as otherwise stipulated or ordered,
24 Disclosure or Discovery Material that qualifies for protection under this Order
25 must be clearly so designated before the material is disclosed or produced.

26 Designation in conformity with this Order requires:
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(a) For information in documentary form (e.g., paper or electronic documents, but excluding electronic information produced in native form or in a format that is not amenable to visible endorsement on the image, and also excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” or “CONFIDENTIAL HEALTH INFORMATION” to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) For electronic information that is provided in native form or a format that is not amenable to visible endorsement on the image, the file name(s) shall begin with “CONFIDENTIAL” or “CONFIDENTIAL HEALTH INFORMATION.”¹ The media on which the Protected Material is provided (e.g., CD, DVD, external hard drive) also must be and remain plainly labeled with “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” OR “CONFIDENTIAL HEALTH INFORMATION” unless and until the protection of the data within the media is removed. Any copying or transferring of electronic files that are designated as Protected Material must be done in a manner that

¹ The original metadata of the native files shall be retained pursuant to the parties’ agreement.

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maintains the protection for all copies, including, but not limited to, maintaining the protection in the filename(s) and the location where the copies are stored and the location where the users access the information.

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL or CONFIDENTIAL HEALTH INFORMATION legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins). If the original documents made available for inspection that are designated for copying include materials produced in native file format, or that are in a format that is not amenable to visible endorsement on the image, the Producing Party shall comply with the direction in

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subparagraph (b) of this Paragraph regarding their production.

(d) For testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, or by letter from counsel within thirty days of receipt of the official deposition transcript or copy thereof (or written notification that the transcript is available), listing the specific pages and lines of the transcript and any exhibits that should be treated as Protected Material. The entire deposition transcript (including any exhibits not previously produced in discovery in this Action) shall be treated as Protected Material under this Protective Order until the expiration of the above-referenced 30-day period for designation, except that the deponent (and his or her counsel, if any) may review the transcript of his or her own deposition during the 30-day period subject to this Protective Order and the requirement of executing the certification attached as Exhibit A. After designation of Protected Material is made, the following shall be placed on the front of the original and each copy of a deposition transcript containing Protected Material:
“CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” or “CONFIDENTIAL HEALTH INFORMATION.” If the deposition was filmed, both the recording storage medium (*i.e.* CD or DVD) and its container shall be labeled “CONFIDENTIAL –

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- SUBJECT TO PROTECTIVE ORDER” or
“CONFIDENTIAL HEALTH INFORMATION. ”
- (e) For information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER or “CONFIDENTIAL HEALTH INFORMATION.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).
- (f) For interrogatory answers and responses to requests for admissions, designation of Protected Material shall be made by placing within each interrogatory answer or response to requests for admission asserted to contain Protected Material the following: “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” or “CONFIDENTIAL HEALTH INFORMATION.”

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

1 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
2 designation of confidentiality at any time that is consistent with the Court’s
3 Scheduling Order.

4 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
5 resolution process under Local Rule 37.1 et seq.

6 6.3 The burden of persuasion in any such challenge proceeding shall be
7 on the Designating Party. Frivolous challenges or designations (including blanket
8 designations), and those made for an improper purpose (e.g., to harass or impose
9 unnecessary expenses and burdens on other parties) may expose the Challenging
10 Party or Designating Party to sanctions. Unless the Designating Party has waived
11 or withdrawn the confidentiality designation, all parties shall continue to afford the
12 material in question the level of protection to which it is entitled under the
13 Producing Party’s designation until the Court rules on the challenge.

14 6.4 After a designation as Protected Material is removed or withdrawn by
15 the Designating Party or by the Court, the Designating Party must provide to the
16 Receiving Party replacement documents, files, or information that is free from any
17 marking is or designations as Protected Material. The replacement versions shall
18 be provided in the same format as the information that is to be replaced, unless
19 otherwise agreed to by the Parties. The presumptive time for providing the
20 replacement information shall be ten days, but the Designating Party must in good
21 faith provide the information in a reasonable time, considering any agreements
22 with the Receiving Party, the volume of information to be re-produced, and the
23 nature or format of the information.

24 7. ACCESS TO AND USE OF PROTECTED MATERIAL

25 7.1 Basic Principles. A Receiving Party may use Protected Material that is
26 disclosed or produced by another Party or by a Non-Party in connection with this
27 Action only for prosecuting, defending, or attempting to settle this Action. Such
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1 Protected Material may be disclosed only to the categories of persons and under
2 the conditions described in this Order. When the Action has been terminated, a
3 Receiving Party must comply with the provisions of section 13 below (FINAL
4 DISPOSITION).

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

8 7.2 Disclosure of “CONFIDENTIAL” or “CONFIDENTIAL HEALTH
9 INFORMATION” Information or Items. Unless otherwise ordered by the court or
10 permitted in writing by the Designating Party, a Receiving Party may disclose any
11 information or item designated “CONFIDENTIAL” or “CONFIDENTIAL
12 HEALTH INFORMATION” only to:

13 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
14 well as employees of said Outside Counsel of Record to whom it is reasonably
15 necessary to disclose the information for this Action;

16 (b) the officers, directors, and employees (including In-House Counsel)
17 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

18 (c) Experts (as defined in this Order) of the Receiving Party to whom
19 disclosure is reasonably necessary for this Action and who have signed the
20 “Acknowledgment and Agreement to Be Bound” form attached as Exhibit A;

21 (d) the court and its personnel;

22 (e) court reporters and their staff;

23 (f) professional jury or trial consultants, mock jurors, and Professional
24 Vendors, to whom disclosure is reasonably necessary for this Action and who have
25 signed the “Acknowledgment and Agreement to Be Bound” form attached as
26 Exhibit A;

1 (g) witnesses and potential witnesses, including their counsel, provided
2 each such person first receives a copy of the Protective Order and signs the
3 “Acknowledgment and Agreement to Be Bound” form attached as Exhibit A;

4 (h) during their depositions, witnesses, and attorneys for witnesses, in the
5 Action to whom disclosure is reasonably necessary provided that: (1) the deposing
6 party requests that the witness sign the “Acknowledgement and Agreement to Be
7 Bound” form attached as Exhibit A; and (2) the witness will not be permitted to
8 keep any Protected Material unless they sign the “Acknowledgment and
9 Agreement to Be Bound” form attached as Exhibit A, unless otherwise agreed by
10 the Designating Party or ordered by the court. Pages of transcribed deposition
11 testimony or exhibits to depositions that reveal Protected Material may be
12 separately bound by the court reporter and may not be disclosed to anyone except
13 as permitted under this Stipulated Protective Order; and

14 (i) any mediator, arbitrator or settlement officer, and their supporting
15 personnel, mutually agreed upon by any of the parties engaged in settlement
16 discussions.

17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
18 IN OTHER LITIGATION

19 If a Party is served with a subpoena or a court order issued in other litigation
20 that compels disclosure of any information or items designated in this Action as
21 “CONFIDENTIAL” or “CONFIDENTIAL HEALTH INFORMATION” that Party
22 must:

23 (a) promptly notify in writing the Designating Party. Such notification
24 shall include a copy of the subpoena or court order;

25 (b) promptly notify in writing the party who caused the subpoena or order
26 to issue in the other litigation that some or all of the material covered by the
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1 subpoena or order is subject to this Protective Order. Such notification shall
2 include a copy of this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be
4 pursued by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served
6 with the subpoena or court order shall not produce any information designated in
7 this action as “CONFIDENTIAL,” or “CONFIDENTIAL HEALTH
8 INFORMATION” before a determination by the court from which the subpoena or
9 order issued, unless the Party has obtained the Designating Party’s permission. The
10 Designating Party shall bear the burden and expense of seeking protection in that
11 court of its confidential material and nothing in these provisions should be
12 construed as authorizing or encouraging a Receiving Party in this Action to
13 disobey a lawful directive from another court.

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16 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
17 PRODUCED IN THIS LITIGATION

18 (a) The terms of this Order are applicable to information produced by a
19 Non-Party in connection with this Action, including the United States’
20 investigation of Relator’s allegations, and designated as “CONFIDENTIAL” or
21 “CONFIDENTIAL HEALTH INFORMATION”. Such information produced by
22 Non-Parties in connection with this litigation is protected by the remedies and
23 relief provided by this Order. Nothing in these provisions should be construed as
24 prohibiting a Non-Party from seeking additional protections.

25 (b) In the event that a Party is required, by a valid discovery request, to
26 produce a Non-Party’s confidential information in its possession, and the Party is
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1 subject to an agreement with the Non-Party not to produce the Non-Party's
2 confidential information, then the Party shall:

3 (1) promptly notify in writing the Requesting Party and the Non-
4 Party that some or all of the information requested is subject to a confidentiality
5 agreement with a Non-Party;

6 (2) promptly provide the Non-Party with a copy of the Stipulated
7 Protective Order in this Action, the relevant discovery request(s), and a reasonably
8 specific description of the information requested; and

9 (3) make the information requested available for inspection by the
10 Non-Party, if requested.

11 (c) If the Non-Party fails to seek a protective order from this court within
12 14 days of receiving the notice and accompanying information, the Receiving
13 Party may produce the Non-Party's confidential information responsive to the
14 discovery request. If the Non-Party timely seeks a protective order, the Receiving
15 Party shall not produce any information in its possession or control that is subject
16 to the confidentiality agreement with the Non-Party before a determination by the
17 court. Absent a court order to the contrary, the Non-Party shall bear the burden
18 and expense of seeking protection in this court of its Protected Material.

19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

3 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
4 PROTECTED MATERIAL

5 When a Producing Party gives notice to Receiving Parties that certain
6 inadvertently produced material is subject to a claim of privilege or other
7 protection, the obligations of the Receiving Parties are those set forth in Federal
8 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
9 whatever procedure may be established in an e-discovery order that provides for
10 production without prior privilege review.

11 12. MISCELLANEOUS

12 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
13 person to seek its modification by the Court in the future.

14 12.2 Right to Assert Other Objections. By stipulating to the entry of this
15 Protective Order no Party waives any right it otherwise would have to object to
16 disclosing or producing any information or item on any ground not addressed in
17 this Stipulated Protective Order. Similarly, no Party waives any right to object on
18 any ground to use in evidence of any of the material covered by this Protective
19 Order.

20 12.3 Filing Protected Material. A Party that seeks to file under seal any
21 Protected Material must comply with Civil Local Rule 79-5. Protected Material
22 may only be filed under seal pursuant to a court order authorizing the sealing of the
23 specific Protected Material at issue. If a Receiving Party intends to file any
24 Protected Material of a Designating Party, it must provide sufficient notice to the
25 Designating Party to allow the Designating Party to timely request to file the
26 Protected Material at issue under seal. If the Designating Party's request to file
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1 Protected Material under seal is denied by the court, then the Receiving Party may
2 file the information in the public record unless otherwise instructed by the court.

3 13. FINAL DISPOSITION

4 After the final disposition of this Action, as defined in paragraph 4, within
5 60 days of a written request by the Designating Party, each Receiving Party must
6 return all Protected Material to the Producing Party or destroy such material. As
7 used in this subdivision, “all Protected Material” includes all copies, abstracts,
8 compilations, summaries, and any other format reproducing or capturing any of the
9 Protected Material. Whether the Protected Material is returned or destroyed, the
10 Receiving Party must submit a written certification to the Producing Party (and, if
11 not the same person or entity, to the Designating Party) by the 60 day deadline that
12 (1) identifies (by category, where appropriate) all the Protected Material that was
13 returned or destroyed and (2) affirms that the Receiving Party has not retained any
14 copies, abstracts, compilations, summaries or any other format reproducing or
15 capturing any of the Protected Material. Notwithstanding this provision, Counsel
16 are entitled to retain an archival copy of all pleadings, motion papers, trial,
17 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
18 and trial exhibits, expert reports, attorney work product, and consultant and expert
19 work product, even if such materials contain Protected Material. Any such archival
20 copies that contain or constitute Protected Material remain subject to this
21 Protective Order as set forth in Section 4 (DURATION). The United States
22 Attorney’s Office for the Central District of California, the Civil Division of the
23 Department of Justice, the United States A and the Office of the Inspector General
24 of the Department of Health and Human Services shall each have the right to
25 maintain one copy of such documents for their master files.

26 14. DISCLOSURE TO AGENCIES OR DEPARTMENTS OF THE UNITED
27 STATES OR OF THE STATE OF CALIFORNIA

1 Nothing contained in this Order shall prevent or in any way limit or impair
2 the right of the United States or of the State of California to disclose to any agency
3 or department of the United States or of the State of California, or any division of
4 any such agency or department, designated confidential documents or
5 electronically stored information relating to any potential violation of law or
6 regulation, or relating to any matter within that agency's or department's
7 jurisdiction. Nor shall anything contained in this Order prevent or in any way limit
8 or impair the use of any such designated confidential documents or electronically
9 stored information by an agency or department in any proceeding relating to any
10 potential violation of law or regulation, or relating to any matter within that
11 agency's or department's jurisdiction, provided, however, that the agency or
12 department shall maintain the confidentiality of the designated confidential
13 documents or electronically stored information consistent with the terms of this
14 Order.

15 15. DISCLOSURES TO THE UNITED STATES CONGRESS

16 Nothing contained in this Order shall prevent or in any way limit or impair
17 the right of the United States to provide designated confidential documents or
18 electronically stored information to a Congressional entity, provided, however that
19 the United States shall notify the Congressional entity requesting the documents or
20 electronically stored information that the designated confidential documents or
21 electronically stored information have been produced pursuant to this Order and
22 shall, if there are no objections interposed by the Congressional entity requesting
23 the documents or electronically stored information, use reasonable efforts to notify
24 the Producing Party of the Congressional entity's request and the United States'
25 response thereto.

1 16. Notwithstanding Section 10 of this Order, any violation of this Order may be
2 punished by any and all appropriate measures including, without limitation,
3 contempt proceedings and/or monetary sanctions.

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

5 Dated: February 14, 2018

**SHEPHERD FINKELMAN MILLER &
SHAH, LLP**

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7
8 By: /s/ James E. Miller*
9 JAMES E. MILLER
10 *Attorneys for Plaintiffs-Relators*

11 Dated: February 14, 2018

**DUCKWORTH PETERS LEBOWITZ
OLIVIER, LLP**

12
13 By: /s/ Monique Olivier
14 MONIQUE OLIVER
15 *Attorneys for Plaintiffs-Relators*

16 Dated: February 14, 2018

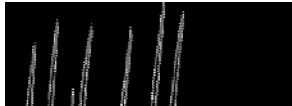
NELSON HARDIMAN LLP

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18 By: /s/ Mark Hardiman
19 MARK HARDIMAN
20 *Attorneys for Defendant*

21 *I hereby attest that all other signatories listed, and on whose behalf the filing is
22 submitted, concur in the filing's content and have authorized the filing.
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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.



Dated: 2/15/2018

Honorable Michael R. Wilner
United States District Court Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

1
2
3 I, _____ [print or type full
4 name], of _____
5 _____ [print or type full address], declare under penalty of perjury that I have read
6 in its entirety and understand the Stipulated Protective Order that was issued by the
7 United States District Court for the Central District of California on _____ in the
8 case of *United States of America ex rel. Bobette Smith; Susan Rogers vs. Tom*
9 *Chang., et al.*, Case No. 13-cv-3772 DMG. I agree to comply with and to be
10 bound by all the terms of this Stipulated Protective Order and I understand and
11 acknowledge that failure to so comply could expose me to sanctions and
12 punishment in the nature of contempt. I solemnly promise that I will not disclose in
13 any manner any information or item that is subject to this Stipulated Protective
14 Order to any person or entity except in strict compliance with the provisions of this
15 Order.

16 I further agree to submit to the jurisdiction of the United States District
17 Court for the Central District of California for the purpose of enforcing the terms
18 of this Stipulated Protective Order, even if such enforcement proceedings occur
19 after termination of this action.

20 I hereby appoint _____
21 [print or type full name] of _____
22 [print or type full address and telephone number] as my California agent for
23 service of process in connection with this action or any proceedings related to
24 enforcement of this Stipulated Protective Order.

25
26 Dated: _____
27 City and State where sworn and signed: _____
28 Printed name: _____
Signature: _____