

1 **DAVIS WRIGHT TREMAINE LLP**
2 865 S. FIGUEROA ST.
3 SUITE 2400
4 LOS ANGELES, CALIFORNIA 90017-2566
5 TELEPHONE (213) 633-6800
6 FAX (213) 633-6899

7 **JOHN R. TATE** (State Bar No. 73836)
8 johntate@dwt.com
9 **KAREN A. HENRY** (State Bar No. 229707)
10 karenhenry@dwt.com

11 Attorneys for Plaintiff and Counter-Defendant
12 **NORTHWEST ADMINISTRATORS, INC.**

NOTE CHANGES MADE BY COURT

13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA

15 **NORTHWEST ADMINISTRATORS,**
16 **INC.,**

17 Plaintiff,

18 vs.

19 **COMPLETE INFUSION CARE, CIC,**
20 **INC.; and DOES 1 through 10,**
21 **inclusive,**

22 Defendant.

} Case No. **CV14-2755**
} Assigned to the Hon. Suzanne H. Segal

STIPULATION AND PROTECTIVE ORDER

*****DISCOVERY DOCUMENT*****

[[Proposed] Order Granting Stipulation
And Protective Order Lodged
Concurrently]

Complaint Filed: April 10, 2014
Counterclaim Filed: May 7, 2014

23 **COMPLETE INFUSION CARE, CIC**
24 **INC.,**

25 Counter-Plaintiff,

26 vs.

27 **NORTHWEST ADMINISTRATORS,**
28 **INC.; and DOES 1 to 10, inclusive,**

Counter-Defendants.

1 1. GOOD CAUSE STATEMENT:

2 Disclosure and discovery activity in this action are likely to involve production
3 of confidential, proprietary, or private information for which special protection from
4 public disclosure and from use for any purpose other than prosecuting this litigation
5 may be warranted. More specifically, discovery in this action may involve
6 production and disclosure of documents and information containing confidential
7 medical information, financial information, pricing information, commercially
8 sensitive and proprietary information regarding the methodology for calculating
9 medical benefits, and documents containing the parties' non-public, financial
10 information. Accordingly, the parties hereby stipulate to and petition the court to
11 enter the following Stipulation and Protective Order. The parties acknowledge that
12 this Order does not confer blanket protections on all disclosures or responses to
13 discovery and that the protection it affords from public disclosure and use extends
14 only to the limited information or items that are entitled to confidential treatment
15 under the applicable legal principles. The parties further acknowledge, as set forth in
16 Section 12.3, below, that this Stipulation and Protective Order does not entitle them
17 to file confidential information under seal; Civil Local Rule 79-5 sets forth the
18 procedures that must be followed and the standards that will be applied when a party
19 seeks permission from the court to file material under seal.

20 2. DEFINITIONS

21 2.1 Challenging Party: a Party or Non-Party that challenges the designation
22 of information or items under this Order.

23 2.2 "CONFIDENTIAL" Information or Items: information (regardless of
24 how it is generated, stored or maintained) or tangible things that qualify for
25 protection under Federal Rule of Civil Procedure 26(c), including without limitation,
26 medical claim forms, explanation of medical benefit forms, medical records or any
27 other documents containing confidential patient information, invoices identifying
28 medical services and products provided to patients, financial documents, pricing

1 information, information regarding methodology for calculating medical benefits
2 (including methodology for determining usual and customary rates), and insurance
3 policies.

4 2.3 Counsel (without qualifier): Outside Counsel of Record and House
5 Counsel (as well as their support staff).

6 2.4 Designating Party: a Party or Non-Party that designates information or
7 items that it produces in disclosures or in responses to discovery as
8 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
9 ONLY.”

10 2.5 Disclosure or Discovery Material: all items or information, regardless
11 of the medium or manner in which it is generated, stored, or maintained (including,
12 among other things, testimony, transcripts, and tangible things), that are produced or
13 generated in disclosures or responses to discovery in this matter.

14 2.6 Expert: a person with specialized knowledge or experience in a matter
15 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve
16 as an expert witness or as a consultant in this action, (2) is not a past or current
17 employee of a Party or of a Party’s competitor, and (3) at the time of retention, is not
18 anticipated to become an employee of a Party or of a Party’s competitor.

19 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
20 Information or Items: extremely sensitive “Confidential Information or Items,”
21 disclosure of which to another Party or Non-Party would create a substantial risk of
22 serious harm that could not be avoided by less restrictive means.

23 2.8 House Counsel: attorneys who are employees of a party to this action.
24 House Counsel does not include Outside Counsel of Record or any other outside
25 counsel.

26 2.9 Non-Party: any natural person, partnership, corporation, association, or
27 other legal entity not named as a Party to this action.
28

1 2.10 Outside Counsel of Record: attorneys who are not employees of a party
2 to this action but are retained to represent or advise a party to this action and have
3 appeared in this action on behalf of that party or are affiliated with a law firm which
4 has appeared on behalf of that party.

5 2.11 Party: any party to this action, including all of its officers, directors,
6 employees, consultants, retained experts, and Outside Counsel of Record (and their
7 support staffs).

8 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
9 Discovery Material in this action.

10 2.13 Professional Vendors: persons or entities that provide litigation support
11 services (e.g., photocopying, videotaping, translating, preparing exhibits or
12 demonstrations, and organizing, storing, or retrieving data in any form or medium)
13 and their employees and subcontractors.

14 2.14 Protected Material: any Disclosure or Discovery Material that is
15 designated as "CONFIDENTIAL," or as "HIGHLY CONFIDENTIAL –
16 ATTORNEYS' EYES ONLY."

17 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
18 from a Producing Party.

19 3. SCOPE

20 The protections conferred by this Stipulation and Protective Order cover not
21 only Protected Material (as defined above), but also (1) any information copied or
22 extracted from Protected Material; (2) all copies, excerpts, summaries, or
23 compilations of Protected Material; and (3) any testimony, conversations, or
24 presentations by Parties or their Counsel that might reveal Protected Material.
25 However, the protections conferred by this Stipulation and Protective Order do not
26 cover the following information: (a) any information that is in the public domain at
27 the time of disclosure to a Receiving Party or becomes part of the public domain after
28 its disclosure to a Receiving Party as a result of publication not involving a violation

1 of this Order, including becoming part of the public record through trial or otherwise;
2 and (b) any information known to the Receiving Party prior to the disclosure or
3 obtained by the Receiving Party after the disclosure from a source who obtained the
4 information lawfully and under no obligation of confidentiality to the Designating
5 Party. Any use of Protected Material at trial shall be governed by a separate
6 agreement or order.

7 4. DURATION

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

16 5. DESIGNATING PROTECTED MATERIAL

17 5.1 Exercise of Restraint and Care in Designating Material for Protection.

18 Each Party or Non-Party that designates information or items for protection under
19 this Order must take care to limit any such designation to specific material that
20 qualifies under the appropriate standards. To the extent it is practical to do so, the
21 Designating Party must designate for protection only those parts of material,
22 documents, items, or oral or written communications that qualify – so that other
23 portions of the material, documents, items, or communications for which protection
24 is not warranted are not swept unjustifiably within the ambit of this Order.

25 Mass, indiscriminate, or routinized designations are prohibited. Designations
26 that are shown to be clearly unjustified or that have been made for an improper
27 purpose (e.g., to unnecessarily encumber or retard the case development process or to
28

1 impose unnecessary expenses and burdens on other parties) expose the Designating
2 Party to sanctions.

3 If it comes to a Designating Party's attention that information or items that it
4 designated for protection do not qualify for protection at all or do not qualify for the
5 level of protection initially asserted, that Designating Party must promptly notify all
6 other parties that it is withdrawing the mistaken designation.

7 5.2 Manner and Timing of Designations. Except as otherwise provided in
8 this Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material
9 that qualifies for protection under this Order must be clearly so designated before the
10 material is disclosed or produced. Designation in conformity with this Order
11 requires:

12 (a) for information in documentary form (e.g., paper or electronic
13 documents, but excluding transcripts of depositions or other pretrial or trial
14 proceedings), that the Producing Party affix the legend "CONFIDENTIAL" or
15 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each page that
16 contains protected material. If only a portion or portions of the material on a page
17 qualifies for protection, the Producing Party also must clearly identify the protected
18 portion(s) (e.g., by making appropriate markings in the margins) and must specify,
19 for each portion, the level of protection being asserted.

20 (b) for testimony given in deposition or in other pretrial or trial
21 proceedings, that the Designating Party identify on the record, before the close of the
22 deposition, hearing, or other proceeding, all protected testimony and specify the level
23 of protection being asserted. When it is impractical to identify separately each
24 portion of testimony that is entitled to protection and it appears that substantial
25 portions of the testimony may qualify for protection, the Designating Party may
26 invoke on the record (before the deposition, hearing, or other proceeding is
27 concluded) a right to have up to 21 days to identify the specific portions of the
28 testimony as to which protection is sought and to specify the level of protection being

1 | asserted. Only those portions of the testimony that are appropriately designated for
2 | protection within the 21 days shall be covered by the provisions of this Stipulation
3 | and Protective Order. Alternatively, a Designating Party may specify, at the
4 | deposition or up to 21 days afterwards if that period is properly invoked, that the
5 | entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY
6 | CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

7 | Parties shall give the other parties notice if they reasonably expect a
8 | deposition, hearing or other proceeding to include Protected Material so that the other
9 | parties can ensure that only authorized individuals who have signed the
10 | “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those
11 | proceedings. The use of a document as an exhibit at a deposition shall not in any
12 | way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
13 | ATTORNEYS’ EYES ONLY.”

14 | Transcripts containing Protected Material shall have an obvious legend on the
15 | title page that the transcript contains Protected Material, and the title page shall be
16 | followed by a list of all pages (including line numbers as appropriate) that have been
17 | designated as Protected Material and the level of protection being asserted by the
18 | Designating Party. The Designating Party shall inform the court reporter of these
19 | requirements. Any transcript that is prepared before the expiration of a 21-day
20 | period for designation shall be treated during that period as if it had been designated
21 | “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless
22 | otherwise agreed. After the expiration of that period, the transcript shall be treated
23 | only as actually designated.

24 | (c) for information produced in some form other than documentary
25 | and for any other tangible items, that the Producing Party affix in a prominent place
26 | on the exterior of the container or containers in which the information or item is
27 | stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
28 | ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information or

1 item warrant protection, the Producing Party, to the extent practicable, shall identify
2 the protected portion(s) and specify the level of protection being asserted.

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
4 failure to designate qualified information or items does not, standing alone, waive the
5 Designating Party's right to secure protection under this Stipulation and Protective
6 Order for such material. Upon timely correction of a designation, the Receiving
7 Party must make reasonable efforts to assure that the material is treated in accordance
8 with the provisions of this Order.

9 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

10 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
11 designation of confidentiality at any time. Unless a prompt challenge to a
12 Designating Party's confidentiality designation is necessary to avoid foreseeable,
13 substantial unfairness, unnecessary economic burdens, or a significant disruption or
14 delay of the litigation, a Party does not waive its right to challenge a confidentiality
15 designation by electing not to mount a challenge promptly after the original
16 designation is disclosed.

17 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
18 resolution process by providing written notice of each designation it is challenging
19 and describing the basis for each challenge. To avoid ambiguity as to whether a
20 challenge has been made, the written notice must recite that the challenge to
21 confidentiality is being made in accordance with this specific paragraph of the
22 Protective Order. The parties shall attempt to resolve each challenge in good faith
23 and must begin the process by conferring directly (in voice to voice dialogue; other
24 forms of communication are not sufficient) ^{According to CR 37} ~~within 14 days of the date of service of~~
25 ~~notice.~~ In conferring, the Challenging Party must explain the basis for its belief that
26 the confidentiality designation was not proper and must give the Designating Party
27 an opportunity to review the designated material, to reconsider the circumstances,
28 and, if no change in designation is offered, to explain the basis for the chosen

1 designation. A Challenging Party may proceed to the next stage of the challenge
2 process only if it has engaged in this meet and confer process first or establishes that
3 the Designating Party is unwilling to participate in the meet and confer process in a
4 timely manner.

5 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
6 court intervention, the Designating Party shall file and serve a motion to retain
7 confidentiality under Civil Local Rule ~~79-5 et seq.~~ ^{37.} (and in compliance with Civil S&S
8 Local Rule ~~79-5~~, if applicable) ~~within 21 days of the initial notice of challenge or~~
9 ~~within 14 days of the parties agreeing that the meet and confer process will not~~
10 ~~resolve their dispute, whichever is earlier.~~ Each such motion must be accompanied
11 by a competent declaration affirming that the movant has complied with the meet and
12 confer requirements imposed in the preceding paragraph. Failure by the Designating
13 Party to make such a motion including the required declaration ~~within 21 days (or 14~~
14 ~~days, if applicable)~~ shall automatically waive the confidentiality designation for each S&S
15 challenged designation. In addition, the Challenging Party may file a motion
16 challenging a confidentiality designation at any time if there is good cause for doing
17 so, including a challenge to the designation of a deposition transcript or any portions
18 thereof. Any motion brought pursuant to this provision must be accompanied by a
19 competent declaration affirming that the movant has complied with the meet and
20 confer requirements imposed by the preceding paragraph.

21 The burden of persuasion in any such challenge proceeding shall be on the
22 Designating Party. Frivolous challenges and those made for an improper purpose
23 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
24 expose the Challenging Party to sanctions. Unless the Designating Party has waived
25 the confidentiality designation by failing to file a motion to retain confidentiality as
26 described above, all parties shall continue to afford the material in question the level
27 of protection to which it is entitled under the Producing Party's designation until the
28 court rules on the challenge.

1 | 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

9 | Protected Material must be stored and maintained by a Receiving Party at a
10 | location and in a secure manner that ensures that access is limited to the persons
11 | authorized under this Stipulation and Protective Order.

12 | 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
13 | otherwise ordered by the court or permitted in writing by the Designating Party, a
14 | Receiving Party may disclose any information or item designated
15 | "CONFIDENTIAL" only to:

16 | (a) the Receiving Party's Outside Counsel of Record in this action, as
17 | well as employees of said Outside Counsel of Record to whom it is reasonably
18 | necessary to disclose the information for this litigation;

19 | (b) the officers, directors, and employees (including House Counsel)
20 | of the Receiving Party to whom disclosure is reasonably necessary for this litigation;

21 | (c) Experts (as defined in this Stipulation and Protective Order) of the
22 | Receiving Party to whom disclosure is reasonably necessary for this litigation and
23 | who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

24 | (d) the court and its personnel;

25 | (e) court reporters and their staff, professional jury or trial
26 | consultants, and Professional Vendors to whom disclosure is reasonably necessary
27 | for this litigation and who have signed the "Acknowledgment and Agreement to Be
28 | Bound" (Exhibit A);

1 (f) during their depositions, witnesses in the action to whom
2 disclosure is reasonably necessary and who have signed the “Acknowledgment and
3 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating
4 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits
5 to depositions that reveal Protected Material must be separately bound by the court
6 reporter and may not be disclosed to anyone except as permitted under this
7 Stipulation and Protective Order.

8 (g) the author or recipient of a document containing the information
9 or a custodian or other person who otherwise possessed or knew the information.

10 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
11 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
12 writing by the Designating Party, a Receiving Party may disclose any information or
13 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only
14 to:

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

18 (b) Designated House Counsel of the Receiving Party to whom
19 disclosure is reasonably necessary for this litigation;

20 (c) Experts of the Receiving Party to whom disclosure is reasonably
21 necessary for this litigation and who have signed the “Acknowledgment and
22 Agreement to Be Bound” (Exhibit A);

23 (d) the court and its personnel;

24 (e) court reporters and their staff, professional jury or trial
25 consultants, and Professional Vendors to whom disclosure is reasonably necessary
26 for this litigation and who have signed the “Acknowledgment and Agreement to Be
27 Bound” (Exhibit A); and
28

1 (f) the author or recipient of a document containing the information
2 or a custodian or other person who otherwise possessed or knew the information.

3 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
4 OTHER LITIGATION

5 If a Party is served with a subpoena or a court order issued in other litigation
6 that compels disclosure of any information or items designated in this action as
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
8 ONLY” that Party must:

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

11 (b) promptly notify in writing the party who caused the subpoena or
12 order to issue in the other litigation that some or all of the material covered by the
13 subpoena or order is subject to this Protective Order. Such notification shall include
14 a copy of this Stipulation and Protective Order; and

15 (c) cooperate with respect to all reasonable procedures sought to be
16 pursued by the Designating Party whose Protected Material may be affected.¹

17 If the Designating Party timely seeks a protective order, the Party served with
18 the subpoena or court order shall not produce any information designated in this
19 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
20 EYES ONLY” before a determination by the court from which the subpoena or order
21 issued, unless the Party has obtained the Designating Party’s permission. The
22 Designating Party shall bear the burden and expense of seeking protection in that
23 court of its confidential material – and nothing in these provisions should be
24
25

26 _____
27 ¹ The purpose of imposing these duties is to alert the interested parties to the
28 existence of this Protective Order and to afford the Designating Party in this case an
opportunity to try to protect its confidentiality interests in the court from which the
subpoena or order issued.

1 | construed as authorizing or encouraging a Receiving Party in this action to disobey a
2 | lawful directive from another court.

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

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

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

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

19 | 2. promptly provide the Non-Party with a copy of the
20 | Stipulation and Protective Order in this litigation, the relevant discovery request(s),
21 | and a reasonably specific description of the information requested; and

22 | 3. make the information requested available for inspection by
23 | the Non-Party.

24 | (c) If the Non-Party fails to object or seek a protective order from this
25 | court within 14 days of receiving the notice and accompanying information, the
26 | Receiving Party may produce the Non-Party's confidential information responsive to
27 | the discovery request. If the Non-Party timely seeks a protective order, the
28 | Receiving Party shall not produce any information in its possession or control that is

1 subject to the confidentiality agreement with the Non-Party before a determination by
2 the court.² Absent a court order to the contrary, the Non-Party shall bear the burden
3 and expense of seeking protection in this court of its Protected Material.

4 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
6 Protected Material to any person or in any circumstance not authorized under this
7 Stipulation and Protective Order, the Receiving Party must immediately (a) notify in
8 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
9 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
10 persons to whom unauthorized disclosures were made of all the terms of this
11 Stipulation and Protective Order, and (d) request such person or persons to execute
12 the "Acknowledgment and Agreement to Be Bound" that is attached hereto as
13 Exhibit A.

14 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
15 PROTECTED MATERIAL

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

26
27 ² The purpose of this provision is to alert the interested parties to the existence
28 of confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to
protect its confidentiality interests in this court.

1 | 12. MISCELLANEOUS

2 | 12.1 Right to Further Relief. Nothing in this Stipulation and Protective Order
3 | abridges the right of any person to seek its modification by the court in the future.

4 | 12.2 Right to Assert Other Objections. By stipulating to the entry of this
5 | Protective Order no Party waives any right it otherwise would have to object to
6 | disclosing or producing any information or item on any ground not addressed in this
7 | Stipulation and Protective Order. Similarly, no Party waives any right to object on
8 | any ground to use in evidence of any of the material covered by this Stipulation and
9 | Protective Order.

10 | 12.3 Filing Protected Material. Without written permission from the
11 | Designating Party or a court order secured after appropriate notice to all interested
12 | persons, a Party may not file in the public record in this action any Protected
13 | Material. A Party that seeks to file under seal any Protected Material must comply
14 | with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant
15 | to a court order authorizing the sealing of the specific Protected Material at issue.
16 | Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request
17 | establishing that the Protected Material at issue is privileged, protectable as a trade
18 | secret, or otherwise entitled to protection under the law. If a Receiving Party's
19 | request to file Protected Material under seal pursuant to Civil Local Rule 79-5 is
20 | denied by the court, then the Receiving Party may file the Protected Material in the
21 | public record pursuant to Civil Local Rule 79-5 unless otherwise instructed by the
22 | court.

23 | 13. FINAL DISPOSITION

24 | Within 60 days after the final disposition of this action, as defined in Section 4,
25 | each Receiving Party must return all Protected Material to the Producing Party or
26 | destroy such material. As used in this subdivision, "all Protected Material" includes
27 | all copies, abstracts, compilations, summaries, and any other format reproducing or
28 | capturing any of the Protected Material. Whether the Protected Material is returned

1 or destroyed, the Receiving Party must submit a written certification to the Producing
 2 Party (and, if not the same person or entity, to the Designating Party) by the 60-day
 3 deadline that (1) identifies (by category, where appropriate) all the Protected Material
 4 that was returned or destroyed and (2) affirms that the Receiving Party has not
 5 retained any copies, abstracts, compilations, summaries or any other format
 6 reproducing or capturing any of the Protected Material. Notwithstanding this
 7 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
 8 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
 9 deposition and trial exhibits, expert reports, attorney work product, and consultant
 10 and expert work product, even if such materials contain Protected Material. Any
 11 such archival copies that contain or constitute Protected Material remain subject to
 12 this Protective Order as set forth in Section 4 (DURATION).

13 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

14
15 DATED: August 29, 2014

DAVIS WRIGHT TREMAINE LLP
JOHN R. TATE
KAREN A. HENRY

16
17
18 By: / s / Karen A. Henry
19 Karen A. Henry
20 Attorneys for Plaintiff/Counter-Defendant
21 NORTHWEST ADMINISTRATORS,
INC.

22 DATED: August 29, 2014

MICHELMAN & ROBINSON, LLP
ANDREW SELESNICK
STACEY L. ZILL

23
24
25 By: / s / Stacey L. Zill
26 Stacey L. Zill
27 Attorneys for Defendant/Counter-Plaintiff
28 COMPLETE INFUSION CARE, CIC
INC.

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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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 Stipulation and Protective Order
that was issued by the United States District Court for the Northern District of
California on [date] in the case of _____ [**insert formal name of the case
and the number and initials assigned to it by the court**]. I agree to comply with
and to be bound by all the terms of this Stipulation and 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 Stipulation and
Protective Order to any person or entity except in strict compliance with the
provisions of this Stipulation and Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Northern District of California for the purpose of enforcing the terms of this
Stipulation and 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 Stipulation and
Protective Order.

Date: _____ City and State where sworn and signed: _____

Printed name: _____
[printed name]

Signature: _____
[signature]