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NOTE: CHANGES MADE BY THE COURT

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT  
 FOR THE CENTRAL DISTRICT OF CALIFORNIA

REBECCA MORRIS and BECKY  
 EBENKAMP, individually and on  
 behalf of all others similarly situated,

Plaintiffs,

v.

CALIFORNIA PHYSICIANS'  
 SERVICE dba BLUE SHIELD OF  
 CALIFORNIA; and DOES 1-10,  
 inclusive,

Defendants.

Case No. 2:16-cv-5914 JAK (JPRx)

**STIPULATED PROTECTIVE  
 ORDER**

[PROPOSED] STIPULATED PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are 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 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; 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.

2. DEFINITIONS

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

2.2 "CONFIDENTIAL" Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

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

2.4 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

2.5 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced or  
2 generated in disclosures or responses to discovery in this matter.

3 2.6 Expert: a person with specialized knowledge or experience in a matter  
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
5 an expert witness or as a consultant in this action.

6 2.7 HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
7 Information or Items: extremely sensitive “Confidential Information or Items,”  
8 disclosure of which to another Party or Non-Party would create a substantial risk  
9 of serious harm that could not be avoided by less restrictive means.

10 2.8 House Counsel: attorneys who are employees of a party to this action.  
11 House Counsel does not include Outside Counsel of Record or any other outside  
12 counsel.

13 2.9 Non-Party: any natural person, partnership, corporation, association,  
14 or other legal entity not named as a Party to this action.

15 2.10 Outside Counsel of Record: attorneys who are not employees of a party  
16 to this action but are retained to represent or advise a party to this action and have  
17 appeared in this action on behalf of that party or are affiliated with a law firm which  
18 has appeared on behalf of that party.

19 2.11 Party: any party to this action, including all of its officers, directors,  
20 employees, consultants, retained experts, and Outside Counsel of Record (and their  
21 support staffs).

22 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
23 Discovery Material in this action.

24 2.13 Professional Vendors: persons or entities that provide litigation  
25 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
26 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
27 and their employees and subcontractors.  
28

1           2.14 Protected Material: any Disclosure or Discovery Material that is  
2 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
3 ATTORNEYS’ EYES ONLY.”

4           2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
5 from a Producing Party.

6       3.    SCOPE

7           The protections conferred by this Stipulation and Order cover not only  
8 Protected Material (as defined above), but also (1) any information copied or  
9 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
10 compilations of Protected Material; and (3) any testimony, conversations, or  
11 presentations by Parties or their Counsel that might reveal Protected Material.  
12 However, the protections conferred by this Stipulation and Order do not cover the  
13 following information: (a) any information that is in the public domain at the time  
14 of disclosure to a Receiving Party or becomes part of the public domain after its  
15 disclosure to a Receiving Party as a result of publication not involving a violation of  
16 this Order, including becoming part of the public record through trial or otherwise;  
17 and (b) any information known to the Receiving Party prior to the disclosure or  
18 obtained by the Receiving Party after the disclosure from a source who obtained the  
19 information lawfully and under no obligation of confidentiality to the Designating  
20 Party. Any use of Protected Material at trial shall be governed by a separate  
21 agreement or order.

22       4.    DURATION

23           Even after final disposition of this litigation, the confidentiality obligations  
24 imposed by this Order shall remain in effect until a Designating Party agrees  
25 otherwise in writing or a court order otherwise directs. Final disposition shall be  
26 deemed to be the later of (1) dismissal of all claims and defenses in this action, with  
27 or without prejudice; and (2) final judgment herein after the completion and  
28 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,

1 including the time limits for filing any motions or applications for extension of time  
2 pursuant to applicable law.

3 5. DESIGNATING PROTECTED MATERIAL

4 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

20 5.2 Manner and Timing of Designations. Except as otherwise provided in  
21 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
22 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
23 under this Order must be clearly so designated before the material is disclosed or  
24 produced.

25 Designation in conformity with this Order requires:

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

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

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

18 (b) for testimony given in deposition or in other discovery-related  
19 proceedings, that the Designating Party identify on the record, before the close of the  
20 deposition, hearing, or other proceeding, all protected testimony.

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

1           5.3   Inadvertent Failures to Designate. If timely corrected, an inadvertent  
2 failure to designate qualified information or items does not, standing alone, waive  
3 the Designating Party's right to secure protection under this Order for such material.  
4 Upon timely correction of a designation, the Receiving Party must make reasonable  
5 efforts to assure that the material is treated in accordance with the provisions of this  
6 Order.

7   6.   CHALLENGING CONFIDENTIALITY DESIGNATIONS

8           6.1   Timing of Challenges. Any Party or Non-Party may challenge a  
9 designation of confidentiality at any time consistent with the Court's scheduling  
10 order. Unless a prompt challenge to a Designating Party's confidentiality  
11 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary  
12 economic burdens, or a significant disruption or delay of the litigation, a Party does  
13 not waive its right to challenge a confidentiality designation by electing not to mount  
14 a challenge promptly after the original designation is disclosed.

15          6.2   Meet and Confer. The Challenging Party shall initiate the dispute  
16 resolution process by providing written notice of each designation it is challenging  
17 and describing the basis for each challenge. To avoid ambiguity as to whether a  
18 challenge has been made, the written notice must recite that the challenge to  
19 confidentiality is being made in accordance with this specific paragraph of the  
20 Protective Order as well as Local Rule 37. The parties shall attempt to resolve each  
21 challenge in good faith and must begin the process by conferring directly (in voice to  
22 voice dialogue; other forms of communication are not sufficient) within 14 days of  
23 the date of service of notice. In conferring, the Challenging Party must explain the  
24 basis for its belief that the confidentiality designation was not proper and must give  
25 the Designating Party an opportunity to review the designated material, to reconsider  
26 the circumstances, and, if no change in designation is offered, to explain the basis for  
27 the chosen designation. A Challenging Party may proceed to the next stage of the  
28 challenge process only if it has engaged in this meet and confer process first or

1 establishes that the Designating Party is unwilling to participate in the meet and  
2 confer process in a timely manner.

3       6.3   Judicial Intervention. If the Parties cannot resolve a challenge without  
4 court intervention, the Designating Party shall file and serve a motion to retain  
5 confidentiality under Local Rule 37 (and in compliance with Local Rule 79-5, if  
6 applicable) in compliance with its timing provisions.

7 Each such motion must be accompanied by a competent declaration affirming that  
8 the movant has complied with the meet and confer requirements imposed in the  
9 preceding paragraph and in Local Rule 37. Failure by the Designating Party to  
10 timely make such a motion shall automatically waive the confidentiality designation  
11 for each challenged designation. In addition, the Challenging Party may file a  
12 motion challenging a confidentiality designation at any time consistent with the  
13 Court's scheduling order if there is good cause for doing so, including a challenge to  
14 the designation of a deposition transcript or any portions thereof. Any motion  
15 brought pursuant to this provision must be accompanied by a competent declaration  
16 affirming that the movant has complied with the meet and confer requirements  
17 imposed by the preceding paragraph. All such motions must be filed in strict  
18 compliance with Local Rule 37.

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

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28 ///

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 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 well as  
17 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
18 disclose the information for this litigation and who have signed the  
19 “Acknowledgment and Agreement to Be Bound” that is attached hereto as  
20 Exhibit A;

21            (b) the officers, directors, and employees (including House Counsel) 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            (c) Experts (as defined in this Order) of the Receiving Party to whom  
25 disclosure is reasonably necessary for this litigation and who have signed the  
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

27            (d) the court and its personnel;  
28

1 (e) court reporters and their staff, professional jury or trial consultants, mock  
2 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this  
3 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”  
4 (Exhibit A);

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

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

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

19 (a) the Receiving Party’s Outside Counsel of Record in this action, as well  
20 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
21 to disclose the information for this litigation and who have signed the  
22 “Acknowledgment and Agreement to Be Bound” that is attached hereto as  
23 Exhibit A;

24 (b) the court and its personnel;

25 (c) court reporters and their staff and Professional Vendors to whom  
26 disclosure is reasonably necessary for this litigation and who have signed the  
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and  
28

1 (d) the author or recipient of a document containing the information or a  
2 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 notification shall  
10 include a copy of the subpoena or court order;

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

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

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 or a court so  
22 orders. The Designating Party shall bear the burden and expense of seeking  
23 protection in that court of its confidential material – and nothing in these provisions  
24 should be construed as authorizing or encouraging a Receiving Party in this action to  
25 disobey a lawful directive from another court.

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

28 (a) The terms of this Order are applicable to information produced by a

1 Non-Party in this action and designated as “CONFIDENTIAL” or “HIGHLY  
2 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by  
3 Non-Parties in connection with this litigation is protected by the remedies and relief  
4 provided by this Order. Nothing in these provisions should be construed as  
5 prohibiting a Non-Party from seeking additional protections.

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

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

13 (2) promptly provide the Non-Party with a copy of the Stipulated  
14 Protective Order in this litigation, the relevant discovery request(s), and a reasonably  
15 specific description of the information requested; and

16 (3) make the information requested available for inspection by the  
17 Non-Party.

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

26 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

27 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
28 Protected Material to any person or in any circumstance not authorized under this

1 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
2 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
3 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
4 persons to whom unauthorized disclosures were made of all the terms of this Order,  
5 and (d) request such person or persons to execute the “Acknowledgment and  
6 Agreement to Be Bound” that is attached hereto as Exhibit A.

7 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
8 PROTECTED MATERIAL

9 When a Producing Party gives notice to Receiving Parties that certain  
10 inadvertently produced material is subject to a claim of privilege or other protection,  
11 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
12 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
13 may be established in an e-discovery order that provides for production without prior  
14 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
15 parties reach an agreement on the effect of disclosure of a communication or  
16 information covered by the attorney-client privilege or work product protection, the  
17 parties may incorporate their agreement in the stipulated protective order submitted  
18 to the court if the Court so approves.

19 12. MISCELLANEOUS

20 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
21 person to seek its modification by the court in the future.

22 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
23 Protective Order no Party waives any right it otherwise would have to object to  
24 disclosing or producing any information or item on any ground not addressed in this  
25 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
26 ground to use in evidence of any of the material covered by this Protective Order.

27 12.3 Filing Protected Material. Without written permission from the  
28 Designating Party or a court order secured after appropriate notice to all interested

1 persons, a Party may not file in the public record in this action any Protected  
2 Material. A Party that seeks to file under seal any Protected Material must comply  
3 with Local Rule 79-5. Protected Material may only be filed under seal pursuant to a  
4 court order authorizing the sealing of the specific Protected Material at issue.  
5 Pursuant to Local Rule 79-5, a sealing order will issue only upon a request  
6 establishing that the Protected Material at issue is privileged, protectable as a trade  
7 secret, or otherwise entitled to protection under the law. If a Receiving Party's  
8 Application to file Protected Material under seal pursuant to Local Rule 79-5.2.2(b),  
9 supported by a subsequently filed declaration by the Designating Party pursuant to  
10 Local Rule 79-5.2.2(b)(i), is denied by the court, then the Receiving Party may file  
11 the information in the public record pursuant to Local Rule 79-5.2.2(b)(ii) unless  
12 otherwise ordered by the court.

13 **13. FINAL DISPOSITION**

14 Within 60 days after the final disposition of this action, as defined in  
15 paragraph 4, each Receiving Party must return all Protected Material to the  
16 Producing Party or destroy such material. As used in this subdivision, "all Protected  
17 Material" includes all copies, abstracts, compilations, summaries, and any other  
18 format reproducing or capturing any of the Protected Material. Whether the  
19 Protected Material is returned or destroyed, the Receiving Party must submit a  
20 written certification to the Producing Party (and, if not the same person or entity, to  
21 the Designating Party) by the 60 day deadline that (1) identifies (by category, where  
22 appropriate) all the Protected Material that was returned or destroyed and (2) affirms  
23 that the Receiving Party has not retained any copies, abstracts, compilations,  
24 summaries or any other format reproducing or capturing any of the Protected  
25 Material. Notwithstanding this provision, Counsel are entitled to retain an archival  
26 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
27 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
28 work product, and consultant and expert work product, even if such materials contain

1 Protected Material. Any such archival copies that contain or constitute Protected  
2 Material remain subject to this Protective Order as set forth in Section 4  
3 (DURATION).

4  
5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6  
7 DATED: April 11, 2017

HADSELL STORMER & RENICK, LLP

8  
9 By: /s/-Cornelia Dai  
10 CORNELIA DAI  
Attorneys for Plaintiffs

11  
12 DATED: April 11, 2017

MANATT, PHELPS & PHILLIPS, LLP

13  
14 By: /s/-Craig S. Bloomgarden  
CRAIG S. BLOOMGARDEN  
15 Attorneys for Defendant

16  
17 Attestation Regarding Signatures:

18 I, Cornelia Dai, hereby attest that all other signatories listed, and on whose  
19 behalf the filing is submitted, concur in the filing's content and have authorized the  
20 filing.

21 By: /s/-Cornelia Dai  
22 CORNELIA DAI

23 PURSUANT TO STIPULATION, IT IS SO ORDERED.  
24

25  
26 DATED: April 13, 2017

  
27 HON. JEAN P. ROSENBLUTH  
28 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Stipulated Protective Order that  
was issued by the United States District Court for the Central District of California  
on \_\_\_\_\_ [date] in the case of MORRIS, et al. v. CALIFORNIA  
PHYSICIANS' SERVICE dba BLUE SHIELD OF CALIFORNIA, Case No.  
2:16-cv-5914 JAK (JPRx). I agree to comply with and to be bound by all the terms  
of this Stipulated Protective Order and I understand and acknowledge that failure to  
so comply could expose me to sanctions and punishment in the nature of contempt.  
I solemnly promise that I will not disclose in any manner any information or item  
that is subject to this Stipulated Protective Order to any person or entity except in  
strict compliance with the provisions of this Order.

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

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

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_