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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

IV SOLUTIONS, INC., a California corporation,

Plaintiff,

v.

PACIFICARE LIFE AND HEALTH INSURANCE COMPANY, an Indiana corporation; and DOES 1 - 30, inclusive,

Defendants.

Case No. 2:16-cv-07153-SJO-MRWx

**STIPULATED PROTECTIVE ORDER GOVERNING THE PRODUCTION AND EXCHANGE OF CONFIDENTIAL INFORMATION**

Hon. James Otero  
Department 1 (1<sup>st</sup> Street)

1        1. INTRODUCTION

2            1.1 PURPOSES AND LIMITATIONS

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

16            1.2 GOOD CAUSE STATEMENT

17            This case involves allegations by Plaintiff IV Solutions, Inc. (“IVS”)  
18 that defendant PacifiCare Life and Health Insurance Company (“PLHIC”) failed to  
19 pay IVS its full billed charges for medical services provided by IVS to PLHIC’s  
20 member “C.M.” (whose identity is protected herein from disclosure). Discovery in  
21 this case will naturally contain information regarding C.M., C.M.’s medical  
22 condition, and medical services provided by IVS to C.M., all of which is protected  
23 by the Health Insurance Portability and Accountability Act (“HIPAA”). The parties  
24 must ensure this information is kept confidential. Discovery in this case is also  
25 likely to seek production of information regarding the parties’ trade secret,  
26 privileged, proprietary or confidential information, including, without limitation,  
27 the sources of certain drugs provided to C.M. for her treatment and the prices paid  
28 for such drugs.

1 2. DEFINITIONS

2 2.1 Action: IV Solutions, Inc. v. PacifiCare Life and Health  
3 Insurance Company, case number 2:16-cv-07153-SJO-MRW.

4 2.2 Challenging Party: a Party or Non-Party that challenges the  
5 designation of information or items under this Order.

6 2.3 “CONFIDENTIAL” Information or Items: information  
7 (regardless of how it is generated, stored or maintained) or tangible things that  
8 qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified  
9 above in the Good Cause Statement.

10 2.4 “HIGHLY CONFIDENTIAL” Information or Items: any  
11 Confidential information that any Party determines in good faith is particularly  
12 sensitive, confidential, personal, and/or private, and/or the disclosure of which to  
13 persons other than those set forth in Section 7.3 below is reasonably likely to cause  
14 serious competitive harm or other harm.

15 2.5 Counsel: Outside Counsel of Record and House Counsel (as  
16 well as their support staff).

17 2.6 Designating Party: a Party or Non-Party that designates  
18 information or items that it produces in disclosures or in responses to discovery as  
19 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

20 2.7 Disclosure or Discovery Material: all items or information,  
21 regardless of the medium or manner in which it is generated, stored, or maintained  
22 (including, among other things, testimony, transcripts, and tangible things), that are  
23 produced or generated in disclosures or responses to discovery in this matter.

24 2.8 Expert: a person with specialized knowledge or experience in a  
25 matter pertinent to the litigation who has been retained by a Party or its counsel to  
26 serve as an expert witness or as a consultant in this Action.

27 2.9 House Counsel: attorneys who are employees of a party to this  
28 Action. House Counsel does not include Outside Counsel of Record or any other

1 outside counsel.

2 2.10 Non-Party: any natural person, partnership, corporation,  
3 association, or other legal entity not named as a Party to this action.

4 2.11 Outside Counsel of Record: attorneys who are not employees of  
5 a party to this Action but are retained to represent or advise a party to this Action  
6 and have appeared in this Action on behalf of that party or are affiliated with a law  
7 firm which has appeared on behalf of that party, and includes support staff.

8 2.12 Party: any party to this Action, including all of its officers,  
9 directors, employees, consultants, retained experts, and Outside Counsel of Record  
10 (and their support staffs).

11 2.13 Producing Party: a Party or Non-Party that produces Disclosure  
12 or Discovery Material in this Action.

13 2.14 Professional Vendors: persons or entities that provide litigation  
14 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
15 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
16 and their employees and subcontractors.

17 2.15 Protected Material: any Disclosure or Discovery Material that is  
18 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

19 2.16 Receiving Party: a Party that receives Disclosure or Discovery  
20 Material from a Producing Party.

### 21 3. SCOPE

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

27 Any use of Protected Material at trial will be governed by the orders of the  
28 trial judge. This Order does not govern the use of Protected Material at trial.

1 4. DURATION

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

10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

27 5.2 Manner and Timing of Designations. Except as otherwise provided in  
28 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise

1 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
2 under this Order must be clearly so designated before the material is disclosed or  
3 produced.

4 Designation in conformity with this Order requires:

5 (a) for information in documentary form (e.g., paper or electronic  
6 documents, but excluding transcripts of depositions or other pretrial or trial  
7 proceedings), that the Producing Party affix at a minimum, the legend  
8 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”) or “HIGHLY  
9 CONFIDENTIAL” (hereinafter “HIGHLY CONFIDENTIAL” legend), to each  
10 page that contains protected material. If only a portion or portions of the material on  
11 a page qualifies for protection, the Producing Party also must clearly identify the  
12 protected portion(s) (e.g., by making appropriate markings in the margins).

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

25 (b) for testimony given in depositions that the Designating Party identify  
26 the Disclosure or Discovery Material on the record, before the close of the  
27 deposition all protected testimony.

28 (c) for information produced in some form other than documentary and

1 for any other tangible items, that the Producing Party affix in a prominent place on  
2 the exterior of the container or containers in which the information is stored the  
3 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” If only a portion or  
4 portions of the information warrants protection, the Producing Party, to the extent  
5 practicable, will identify the protected portion(s).

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

## 12 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

13           6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
14 designation of confidentiality at any time that is consistent with the Court’s  
15 Scheduling Order.

16           6.2 Meet and Confer. The Challenging Party will initiate the dispute  
17 resolution process (and, if necessary, file a discovery motion) under Local Rule  
18 37.1 et seq.

19           6.3 The burden of persuasion in any such challenge proceeding will  
20 be on the Designating Party. Frivolous challenges, and those made for an improper  
21 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
22 parties) may expose the Challenging Party to sanctions. Unless the Designating  
23 Party has waived or withdrawn the confidentiality designation, all parties will  
24 continue to afford the material in question the level of protection to which it is  
25 entitled under the Producing Party’s designation until the Court rules on the  
26 challenge.

## 27 7. ACCESS TO AND USE OF PROTECTED MATERIAL

28           7.1 Basic Principles. A Receiving Party may use Protected Material that is



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

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

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

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

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

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

22 (d) the Court and its personnel;

23 (e) court reporters and their staff;

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

27 (g) the author or recipient of a document containing the information or a  
28 custodian or other person who otherwise possessed or knew the information;



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

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

12 7.3 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items.

13 Unless otherwise ordered by the court or permitted in writing by the Designating  
14 Party, a Receiving Party may disclose any information or item designated  
15 “HIGHLY 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 Action;

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

22 (c) the Court and its personnel;

23 (d) court reporters and their staff;

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

27 (f) the author or recipient of a document containing the information or a  
28 custodian or other person who otherwise possessed or knew the information;

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

10 (h) any mediator or settlement officer, and their supporting personnel,  
11 mutually agreed upon by any of the parties engaged in settlement discussions.

12 (i) designated in-house counsel of the Receiving Party (including in-  
13 house counsel’s support staff) (1) who has no involvement in competitive decision-  
14 making, (2) to whom disclosure is reasonably necessary for this litigation, and (3)  
15 who has signed the “Acknowledgement And Agreement To Be Bound” (Exhibit  
16 A).

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 “HIGHLY CONFIDENTIAL” that Party must:

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

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

28 (c) cooperate with respect to all reasonable procedures sought to be

1 pursued by the Designating Party whose Protected Material may be affected.

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

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

13 (a) The terms of this Order are applicable to information produced by a  
14 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
15 CONFIDENTIAL.” Such information produced by Non-Parties in connection with  
16 this litigation is protected by the remedies and relief provided by this Order.  
17 Nothing in these provisions should be construed as prohibiting a Non-Party from  
18 seeking additional protections.

19 (b) In the event that a Party is required, by a valid discovery request, to  
20 produce a Non-Party’s confidential information in its possession, and the Party is  
21 subject to an agreement with the Non-Party not to produce the Non-Party’s  
22 confidential information, then the Party will:

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

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

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

3 (c) If the Non-Party fails to seek a protective order from this court within  
4 14 days of receiving the notice and accompanying information, the Receiving Party  
5 may produce the Non-Party's confidential information responsive to the discovery  
6 request. If the Non-Party timely seeks a protective order, the Receiving Party will  
7 not produce any information in its possession or control that is subject to the  
8 confidentiality agreement with the Non-Party before a determination by the court.  
9 Absent a court order to the contrary, the Non-Party will bear the burden and  
10 expense of seeking protection in this court of its Protected Material.

11 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

20 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
21 PROTECTED MATERIAL

22 When a Producing Party gives notice to Receiving Parties that certain  
23 inadvertently produced material is subject to a claim of privilege or other  
24 protection, the obligations of the Receiving Parties are those set forth in Federal  
25 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
26 whatever procedure may be established in an e-discovery order that provides for  
27 production without prior privilege review. Pursuant to Federal Rule of Evidence  
28 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure

1 of a communication or information covered by the attorney-client privilege or work  
2 product protection, the parties may incorporate their agreement in the stipulated  
3 protective order submitted to the court.

4 12. MISCELLANEOUS

5 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
6 person to seek its modification by the Court in the future.

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

13 12.3 Filing Protected Material. A Party that seeks to file under seal any  
14 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
15 may only be filed under seal pursuant to a court order authorizing the sealing of the  
16 specific Protected Material at issue. If a Party's request to file Protected Material  
17 under seal is denied by the court, then the Receiving Party may file the information  
18 in the public record unless otherwise instructed by the court.

19 13. FINAL DISPOSITION

20 After the final disposition of this Action, as defined in paragraph 4, within 60  
21 days of a written request by the Designating Party, each Receiving Party must  
22 return all Protected Material to the Producing Party or destroy such material. As  
23 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
24 compilations, summaries, and any other format reproducing or capturing any of the  
25 Protected Material. Whether the Protected Material is returned or destroyed, the  
26 Receiving Party must submit a written certification to the Producing Party (and, if  
27 not the same person or entity, to the Designating Party) by the 60 day deadline that  
28 (1) identifies (by category, where appropriate) all the Protected Material that was

1 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
2 copies, abstracts, compilations, summaries or any other format reproducing or  
3 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
4 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
5 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
6 and trial exhibits, expert reports, attorney work product, and consultant and expert  
7 work product, even if such materials contain Protected Material. Any such archival  
8 copies that contain or constitute Protected Material remain subject to this Protective  
9 Order as set forth in Section 4 (DURATION).

10 14. Any willful violation of this Order may be punished by civil or criminal  
11 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary  
12 authorities, or other appropriate action at the discretion of the Court.

13 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

14  
15 DATED: June 7, 2017

WOLF, RIFKIN, SHAPIRO, SCHULMAN &  
RABKIN, LLP

16  
17 By         /s/ Eric Levinard        

18 Marc E. Rohatiner

19 Eric Levinard

20 Attorneys for Plaintiff IV Solutions, Inc.

21 DATED: June 7, 2017

CROWELL & MORING LLP

22  
23 By         /s/ Daniel M. Glassman        

24 Jennifer S. Romano

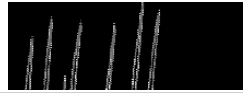
25 Daniel M. Glassman

26 Attorneys for Defendant PacifiCare Life  
27 and Health Insurance Company  
28

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

2

3 DATED: June 7, 2017



4 HON. MICHAEL R. WILNER  
5 United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ **[full name]**, of \_\_\_\_\_  
**[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 [\_\_\_\_\_] in the case of IV Solutions, Inc. v. PacifiCare Life and Health Insurance Company, case number 2:16-CV-07153-SJO-MRW. 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 \_\_\_\_\_ **[full name]** of \_\_\_\_\_ **[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 signed: \_\_\_\_\_

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

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

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I, Daniel M. Glassman, am the ECF user whose ID and password are being used to file this document. In compliance with General Order 45, section X.B., I hereby attest that concurrence in the filing of the document has been obtained from each of the other signatories.

By:  /s/ Daniel M. Glassman  
Daniel M. Glassman

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**CERTIFICATE OF SERVICE**

Pursuant to Rule 5-3 of the Local Civil Rules of the United States District Court for the Central District of California, I hereby certify under penalty of perjury under the laws of the United States of America that on June 6, 2017, a true copy of the above document was filed through the Court’s Electronic Case Filing system and served by that system upon all counsel of record registered for the system and deemed to have consented to electronic service in the above-captioned case.

Dated: June 6, 2017

CROWELL & MORING LLP

/s/ Daniel M. Glassman  
Daniel M. Glassman  
Attorneys for Defendant  
PACIFICARE LIFE AND HEALTH  
INSURANCE COMPANY