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14 UNITED STATES DISTRICT COURT  
15 CENTRAL DISTRICT OF CALIFORNIA

17 DAVID LONGINOTTI, )  
18 ) CASE NO. 16-cv-07564-GW-RAO  
19 Plaintiff, ) *Judge George W. Wu*  
20 ) *Magistrate Judge Rozella A. Oliver*  
21 vs. )  
22 ) **STIPULATED PROTECTIVE**  
23 AETNA LIFE INSURANCE ) **ORDER<sup>1</sup>**  
24 COMPANY, a corporation; DOES 1 )  
25 through 10, inclusive; ) Complaint Filed: October 11, 2016  
26 Defendants. )  
27 )  
28 )

<sup>1</sup> This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Rozella A. Oliver's Procedures.

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting 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.

B. GOOD CAUSE STATEMENT

This action is likely to involve trade secrets and other valuable commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, information regarding individuals subject to the standards for Privacy of Individually Identifiable Health Information promulgated pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”), or other similar statutory or regulatory privacy protections, confidential business or financial information, information regarding confidential business practices, or other confidential commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of

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

7 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER  
8 SEAL

9 The parties further acknowledge, as set forth in Section 12.3, below, that this  
10 Stipulated Protective Order does not entitle them to file confidential information  
11 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
12 and the standards that will be applied when a party seeks permission from the court  
13 to file material under seal.

14 There is a strong presumption that the public has a right of access to judicial  
15 proceedings and records in civil cases. In connection with non-dispositive motions,  
16 good cause must be shown to support a filing under seal. *See Kamakana v. City*  
17 *and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen.*  
18 *Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony*  
19 *Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective  
20 orders require good cause showing), and a specific showing of good cause or  
21 compelling reasons with proper evidentiary support and legal justification, must be  
22 made with respect to Protected Material that a party seeks to file under seal. The  
23 parties' mere designation of Disclosure or Discovery Material as  
24 CONFIDENTIAL does not— without the submission of competent evidence by  
25 declaration, establishing that the material sought to be filed under seal qualifies as  
26 confidential, privileged, or otherwise protectable—constitute good cause.

27 Further, if a party requests sealing related to a dispositive motion or trial,  
28 then compelling reasons, not only good cause, for the sealing must be shown, and

1 the relief sought shall be narrowly tailored to serve the specific interest to be  
2 protected. See *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir.  
3 2010). For each item or type of information, document, or thing sought to be filed  
4 or introduced under seal in connection with a dispositive motion or trial, the party  
5 seeking protection must articulate compelling reasons, supported by specific facts  
6 and legal justification, for the requested sealing order. Again, competent evidence  
7 supporting the application to file documents under seal must be provided by  
8 declaration.

9 Any document that is not confidential, privileged, or otherwise protectable in  
10 its entirety will not be filed under seal if the confidential portions can be redacted. If  
11 documents can be redacted, then a redacted version for public viewing, omitting  
12 only the confidential, privileged, or otherwise protectable portions of the document,  
13 shall be filed. Any application that seeks to file documents under seal in their  
14 entirety should include an explanation of why redaction is not feasible.

15 **2. DEFINITIONS**

16 2.1 Action: this pending federal lawsuit, *Longinotti v. Aetna Life*  
17 *Insurance Company*, Central District of California Case No. 16-cv-07564-  
18 GW-RAO.

19 2.2 Challenging Party: a Party or Non-Party that challenges  
20 the designation of information or items under this Order.

21 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
22 how it is generated, stored or maintained) or tangible things that qualify for  
23 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
24 the Good Cause Statement. “CONFIDENTIAL” information or items is also  
25 intended to encompass all documents or information regarding individuals subject  
26 to the standards for Privacy of Individually Identifiable Health Information  
27 promulgated pursuant to HIPAA or other similar statutory or regulatory privacy  
28 protections, and includes information that identifies Aetna plan participants,

1 members, or beneficiaries in any manner. “CONFIDENTIAL” information or  
2 items includes, but is not limited to, medical records and records that contain any  
3 of the following participant, patient, or member identifiers:

- 4 (1) names;
- 5 (2) all geographic subdivisions smaller than a State, including  
6 street address, city, county, precinct, and zip code;
- 7 (3) all elements of dates (except year) for dates directly related  
8 to an individual, including birth date, admission date,  
9 discharge date, age, and date of death;
- 10 (4) telephone number;
- 11 (5) fax number;
- 12 (6) electronic email address;
- 13 (7) social security numbers;
- 14 (8) medical record number;
- 15 (9) health plan beneficiary numbers;
- 16 (10) account numbers;
- 17 (11) certificate/license numbers;
- 18 (12) vehicle identifiers and serial numbers, including license  
19 plate numbers;
- 20 (13) device identifiers and serial numbers;
- 21 (14) web universal resource locators (“URLs”);
- 22 (15) internet protocol (“IP”) address numbers;
- 23 (16) biometric identifiers, including finger and voice prints;
- 24 (17) full face photographic images and any comparable images; and
- 25 (18) any other unique identifying number, characteristic, or code.

26 2.4 Counsel: Outside Counsel of Record and House Counsel (as well  
27 as their support staff).

28

1           2.5    Designating Party: a Party or Non-Party that designates information or  
2 items that it produces in disclosures or in responses to discovery as  
3 “CONFIDENTIAL.”

4           2.6    Disclosure or Discovery Material: all items or information, regardless  
5 of the medium or manner in which it is generated, stored, or maintained (including,  
6 among other things, testimony, transcripts, and tangible things), that are produced  
7 or generated in disclosures or responses to discovery in this matter.

8           2.7    Expert: a person with specialized knowledge or experience in a  
9 matter pertinent to the litigation who has been retained by a Party or its counsel to  
10 serve as an expert witness or as a consultant in this Action.

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

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

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

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

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

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

1           2.14 Protected Material: any Disclosure or Discovery Material that  
2 is designated as “CONFIDENTIAL.”

3           2.15 Receiving Party: a Party that receives Disclosure or  
4 Discovery Material from a Producing Party.

5 3.     SCOPE

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

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

15 4.     DURATION

16           Once a case proceeds to trial, information that was designated as  
17 CONFIDENTIAL or maintained pursuant to this protective order used or  
18 introduced as an exhibit at trial becomes public and will be presumptively available  
19 to all members of the public, including the press, unless compelling reasons  
20 supported by specific factual findings to proceed otherwise are made to the trial  
21 judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing  
22 “good cause” showing for sealing documents produced in discovery from  
23 “compelling reasons” standard when merits-related documents are part of court  
24 record). With respect to information that was designated as CONFIDENTIAL  
25 pursuant to this protective order that was NOT used or introduced as an exhibit at  
26 trial, the confidentiality obligations imposed by this Order shall remain in effect  
27 even after final disposition of this litigation, until a Designating Party agrees  
28 otherwise in writing or a court order otherwise directs. Final disposition shall be

1 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
2 with or without prejudice; and (2) final judgment herein after the completion and  
3 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
4 including the time limits for filing any motions or applications for extension of  
5 time pursuant to applicable law.

6 5. DESIGNATING PROTECTED MATERIAL

7 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

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

1 Designation in conformity with this Order requires:

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

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

21 (b) for testimony given in depositions that the Designating Party  
22 identifies the Disclosure or Discovery Material on the record, before the close of  
23 the deposition all protected testimony.

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

1 warrants protection, the Producing Party, to the extent practicable, shall identify  
2 the protected portion(s).

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  
5 the Designating Party's right to secure protection under this Order for such  
6 material. Upon timely correction of a designation, the Receiving Party must make  
7 reasonable efforts to assure that the material is treated in accordance with the  
8 provisions of this Order.

9 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

10 6.1 Timing of Challenges. Any Party or Non-Party may challenge  
11 a designation of confidentiality at any time that is consistent with the  
12 Court's Scheduling Order.

13 6.2 Meet and Confer. The Challenging Party shall initiate the  
14 dispute resolution process under Local Rule 37.1 et seq.

15 6.3 The burden of persuasion in any such challenge proceeding shall be  
16 on the Designating Party. Frivolous challenges, and those made for an improper  
17 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
18 parties) may expose the Challenging Party to sanctions. Unless the Designating  
19 Party has waived or withdrawn the confidentiality designation, all parties shall  
20 continue to afford the material in question the level of protection to which it is  
21 entitled under the Producing Party's designation until the Court rules on the  
22 challenge.

23 7. ACCESS TO AND USE OF PROTECTED MATERIAL

24 7.1 Basic Principles. A Receiving Party may use Protected Material that  
25 is disclosed or produced by another Party or by a Non-Party in connection with  
26 this Action only for prosecuting, defending or attempting to settle this Action.  
27 Such Protected Material may be disclosed only to the categories of persons and  
28 under the conditions described in this Order. When the Action has been

1 terminated, a Receiving Party must comply with the provisions of section 13  
2 below (FINAL DISPOSITION).

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

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
7 otherwise ordered by the court or permitted in writing by the Designating Party,  
8 a Receiving Party may disclose any information or item designated  
9 “CONFIDENTIAL” only to:

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

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

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

19 (d) the court and its personnel;

20 (e) court reporters and their staff;

21 (f) professional jury or trial consultants, mock jurors, and

22 Professional Vendors to whom disclosure is reasonably necessary for this  
23 Action and who have signed the “Acknowledgment and Agreement to Be  
24 Bound” (Exhibit A);

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

27 (h) during their depositions, witnesses, and attorneys for witnesses, in  
28 the Action to whom disclosure is reasonably necessary provided: (1) the deposing

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

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

11 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
12 PRODUCED IN OTHER LITIGATION

13 If a Party is served with a subpoena or a court order issued in other  
14 litigation that compels disclosure of any information or items designated in this  
15 Action as “CONFIDENTIAL,” that Party must:

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

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

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

25 If the Designating Party timely seeks a protective order, the Party served  
26 with the subpoena or court order shall not produce any information designated in  
27 this action as “CONFIDENTIAL” before a determination by the court from which  
28 the subpoena or order issued, unless the Party has obtained the Designating Party’s

1 permission. The Designating Party shall bear the burden and expense of seeking  
2 protection in that court of its confidential material and nothing in these provisions  
3 should be construed as authorizing or encouraging a Receiving Party in this Action  
4 to disobey a lawful directive from another court.

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

7 (a) The terms of this Order are applicable to information produced by a  
8 Non-Party in this Action and designated as “CONFIDENTIAL.” Such  
9 information produced by Non-Parties in connection with this litigation is  
10 protected by the remedies and relief provided by this Order. Nothing in these  
11 provisions should be construed as prohibiting a Non-Party from seeking  
12 additional protections.

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

- 17 (1) promptly notify in writing the Requesting Party and the Non-  
18 Party that some or all of the information requested is subject to a  
19 confidentiality agreement with a Non-Party;  
20 (2) promptly provide the Non-Party with a copy of the Stipulated  
21 Protective Order in this Action, the relevant discovery request(s),  
22 and a reasonably specific description of the information requested;  
23 and  
24 (3) make the information requested available for inspection by  
25 the Non-Party, if requested.

26 (c) If the Non-Party fails to seek a protective order from this court  
27 within 14 days of receiving the notice and accompanying information, the  
28 Receiving Party may produce the Non-Party’s confidential information

1 responsive to the discovery request. If the Non-Party timely seeks a protective  
2 order, the Receiving Party shall not produce any information in its possession or  
3 control that is subject to the confidentiality agreement with the Non-Party before  
4 a determination by the court. Absent a court order to the contrary, the Non-Party  
5 shall bear the burden and expense of seeking protection in this court of its  
6 Protected Material.

7 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

17 11. INADVERTENT PRODUCTION OF PRIVILEGED OR  
18 OTHERWISE PROTECTED MATERIAL

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

1 12. MISCELLANEOUS

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
3 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  
7 this Stipulated 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 Protective  
9 Order.

10 12.3 Filing Protected Material. A Party that seeks to file under seal any  
11 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
12 may only be filed under seal pursuant to a court order authorizing the sealing of  
13 the specific Protected Material at issue. If a Party's request to file Protected  
14 Material under seal is denied by the court, then the Receiving Party may file the  
15 information in the public record unless otherwise instructed by the court.

16 13. FINAL DISPOSITION

17 After the final disposition of this Action, as defined in paragraph 4, within 60  
18 days of a written request by the Designating Party, each Receiving Party must  
19 return all Protected Material to the Producing Party or destroy such material. As  
20 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
21 compilations, summaries, and any other format reproducing or capturing any of the  
22 Protected Material. Whether the Protected Material is returned or destroyed, the  
23 Receiving Party must submit a written certification to the Producing Party (and, if  
24 not the same person or entity, to the Designating Party) by the 60 day deadline that  
25 (1) identifies (by category, where appropriate) all the Protected Material that was  
26 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
27 copies, abstracts, compilations, summaries or any other format reproducing or  
28 capturing any of the Protected Material. Notwithstanding this provision, Counsel

1 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
2 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
3 and trial exhibits, expert reports, attorney work product, and consultant and expert  
4 work product, even if such materials contain Protected Material. Any such archival  
5 copies that contain or constitute Protected Material remain subject to this  
6 Protective Order as set forth in Section 4 (DURATION).

7 14. VIOLATION

8 Any violation of this Order may be punished by appropriate measures  
9 including, without limitation, contempt proceedings and/or monetary  
10 sanctions.

11 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

12 Dated: June 6, 2017

GORDON & REES LLP

14 By: /s/ Adelle Greenfield  
15 Ronald K. Alberts  
16 Adelle Greenfield  
17 Attorneys for Defendant AETNA  
LIFE INSURANCE COMPANY

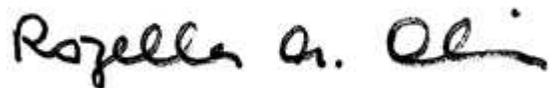
18 Dated: June 6, 2017 June 7, 2017

THE FLEISHMAN LAW FIRM

19 By: /s/ Paul A. Fleishman  
20 Charles J. Fleishman  
21 Paul A. Fleishman  
Attorneys for Plaintiff  
DAVID LONGINOTTI

22 *Filer's Attestation: Pursuant to Local Rule 5-4.3.4(a)(2)(i) regarding signatures, Adelle*  
23 *Greenfield hereby attests that all other signatories listed concur in the content of this document*  
24 *and have authorized its filing.*

25 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED

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27 DATED: June 07, 2017

28 HON. ROZELLA A. OLIVER  
United States Magistrate Judge

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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 *Longinotti v. Aetna Life  
Insurance Company*, Central District of California Case No. 16-cv-07564-  
GW-RAO. 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: \_\_\_\_\_