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

**Prime Healthcare Services –  
Sherman Oaks, LLC, a limited  
liability company doing business as  
Sherman Oaks Hospital,**

**Plaintiff**

**vs.**

**Thomas E. Price, in his official  
capacity as Secretary of the  
Department of Health and Human  
Services,**

**Defendant.**

Case No. 17-cv-00161-DSF (GJSx)

**STIPULATED PROTECTIVE  
ORDER**

**NOTE CHANGES OR ADDITIONS  
MADE BY THE COURT IN BOLD**

Honorable Gail J. Standish

**IT IS HEREBY STIPULATED** by and between counsel for Plaintiff Prime Healthcare Services – Sherman Oaks, LLC, doing business as Sherman Oaks Hospital (“Plaintiff”), and Defendant Thomas E. Price<sup>1</sup>, sued in his official capacity as Secretary of the U.S. Department of Health and Human Services (

<sup>1</sup> Pursuant to Fed. R. Civ. Proc. 25(d), Thomas E. Price, who was officially sworn in as the Secretary of the U.S. Department of Health and Human Services on February 10, 2017, is substituted into this action for defendant Sylvia Mathews Burwell. *See Cheney v. U.S. Dist. Court for D.C.*, 541 U.S. 913, 917 (2004) (“[F]ederal law provides for automatic substitution of the new officer when the originally named officer has been replaced.”) (citing Fed. R. Civ. Proc. 25(d)).

1 “Defendant”), (collectively, the “Parties”), that during the pre-trial stage of the  
2 above-captioned case (the “Litigation”) the following Protective Order (the  
3 “Order”) shall govern the handling of Confidential Information received through  
4 discovery, or the voluntary exchange of information, (“Discovery Material”) in the  
5 Litigation.

6 **1.1 PURPOSES AND LIMITATIONS**

7       Discovery in the Litigation is likely to involve production of confidential,  
8 proprietary, or private information for which special protection from public  
9 disclosure and from use for any purpose other than prosecuting and defending this  
10 litigation may be warranted. Accordingly, the parties hereby stipulate to and  
11 petition the Court to enter the following Stipulated Protective Order. The parties  
12 acknowledge that this Order does not confer blanket protections on all disclosures  
13 or responses to discovery and that the protection it affords from public disclosure  
14 and use extends only to the limited information or items that are entitled to  
15 confidential treatment under the applicable legal principles. The parties further  
16 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective  
17 Order does not entitle them to file confidential information under seal. Rather,  
18 when the parties seek permission from the court to file materials under seal, the  
19 parties must comply with C.D. Local Rule 79-5 and with any pertinent  
20 orders of the assigned District Judge and Magistrate Judge. *See, e.g.*, Standing  
21 Order, ¶ 9 (Docket No. 9). Nothing in this Protective Order supersedes existing  
22 independent statutory, law enforcement, national security, or regulatory obligations  
23 imposed on a party, and this Stipulated Protective Order does not prohibit or  
24 absolve the parties from complying with such other obligations

25 **1.2 GOOD CAUSE STATEMENT**

26       This Litigation is likely to involve information and documents which may be  
27 subject to limitations on disclosure due to federal laws, state laws, privileges  
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1 and/or privacy rights concerning the disclosure of confidential medical  
2 information, trade secrets, or proprietary information. Accordingly, to expedite the  
3 flow of information, to facilitate the prompt resolution of disputes over  
4 confidentiality of discovery materials, to adequately protect information the parties  
5 are entitled to keep confidential, to ensure that the parties are permitted reasonable  
6 necessary uses of such material in connection with this action, to address their  
7 handling at the end of the litigation, and to serve the ends of justice, a protective  
8 order for such information is justified in this matter. The parties shall not designate  
9 any information/documents as confidential for tactical reasons or without a good  
10 faith belief that it has been maintained in a confidential, non-public manner, and  
11 there is good cause or compelling reasons why it should not be part of the public  
12 record of this case.

### 13 1.3 CONFIDENTIAL HEALTH INFORMATION

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

2             2.1     Litigation: This pending federal law suit.

3             2.2     Challenging Party: A Party or Non-Party that challenges the  
4 designation of information or items under this Order.

5             2.3     “Confidential” or ‘Confidential Health Information’: Information  
6 (regardless of how it is generated, stored or maintained) or tangible things that  
7 qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified  
8 above in the Good Cause Statement and description of Confidential Health  
9 Information.

10            2.4     Counsel: Government counsel, Relator’s Counsel, Defendants’  
11 Outside Counsel of record and In-house counsel, as well as counsel’s support staff.

12            2.5     Designating Party: A Party or Non-Party that designates information  
13 or items that it produces in disclosures or in responses to discovery as  
14 “CONFIDENTIAL” or “CONFIDENTIAL HEALTH INFORMATION.”

15            2.6     Disclosure or Discovery Material: All items or information, regardless  
16 of the medium or manner in which it is generated, stored, or maintained (including,  
17 among other things, testimony, transcripts, and tangible things), that are produced  
18 or generated in disclosures or responses to discovery in this matter.

19            2.7     Expert: A person with specialized knowledge or experience in a  
20 matter pertinent to the litigation who has been retained by a Party or its counsel to  
21 serve as an expert witness or as a consultant in this Litigation.

22            2.8     In-House Counsel: Attorneys who are employees of a Party to this  
23 Litigation. In-House Counsel does not include Outside Counsel of Record or any  
24 other outside counsel.

25            2.9     Non-Party: Any natural person, partnership, corporation, association,  
26 or other legal entity not named as a Party to this Litigation.

27            2.10    Outside Counsel of Record: Attorneys who are not employees of a  
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1 Party to this Litigation but are retained to represent or advise a party to this  
2 Litigation and have appeared in this Litigation on behalf of that Party or are  
3 affiliated with a law firm which has appeared on behalf of that Party, and includes  
4 support staff.

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

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

10       2.13 Professional Vendors: Persons or entities that provide litigation  
11 support 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 by a party as “CONFIDENTIAL” or “CONFIDENTIAL HEALTH  
16 INFORMATION.”

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

19 **3. SCOPE**

20       The protections conferred by this Stipulation and Order cover not only  
21 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 deposition testimony,  
24 conversations, or presentations by Parties or their Counsel that might reveal  
25 Protected Material, other than during a court hearing or trial.

26       Any use of Protected Material during a court hearing or trial shall be  
27 governed by the orders of the presiding judge. This Order does not govern the use  
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1 of Protected Material during a court hearing or trial.

2 4. DURATION

3       **The parties stipulate that, even after final disposition of this litigation,**  
4 **they are contractually bound to abide by the confidentiality obligations to**  
5 **which they have agreed herein. However, once a case proceeds to trial,**  
6 **information that was designated as CONFIDENTIAL or maintained pursuant**  
7 **to this protective order used or introduced as an exhibit at trial becomes**  
8 **public and will be presumptively available to all members of the public,**  
9 **including the press, unless compelling reasons supported by specific factual**  
10 **findings to proceed otherwise are made to the trial judge in advance of the**  
11 **trial. See *Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”**  
12 **showing for sealing documents produced in discovery from “compelling**  
13 **reasons” standard when merits-related documents are part of court record).**  
14 **Accordingly, the terms of this protective order do not extend beyond the**  
15 **commencement of the trial in this case.**

16       Final disposition shall be deemed to be the later of (1) dismissal of all claims  
17 and defenses in this Litigation, with or without prejudice; and (2) final judgment  
18 herein after the completion and exhaustion of all appeals, rehearings, remands,  
19 trials, or reviews of this Litigation, including the time limits for filing any motions  
20 or applications for extension of time pursuant to applicable law.

21 5. DESIGNATING PROTECTED MATERIAL

22 5.1 Exercise of Restraint and Care in Designating Material for Protection.

23 Each Party or Non-Party that designates information or items for protection under  
24 this Order must take care to limit any such designation to specific material that  
25 qualifies under the appropriate standards. The Designating Party must designate for  
26 protection only those parts of material, documents, items, or oral or written  
27 communications that qualify so that other portions of the material, documents,  
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1 items, or communications for which protection is not warranted are not swept  
2 unjustifiably within the ambit of this Order.

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

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

11 **5.2 Manner and Timing of Designations.** Except as otherwise provided in  
12 this Order (see, e.g., section 5.2(b) below), or as otherwise stipulated or ordered,  
13 Disclosure or Discovery Material that qualifies for protection under this Order  
14 must be clearly so designated before the material is disclosed or produced.

15 Designation in conformity with this Order requires:

16 (a) For information in documentary form (e.g., paper or electronic  
17 documents, but excluding electronic information produced in native form or in a  
18 format that is not amenable to visible endorsement on the image, and also  
19 excluding transcripts of depositions or other pretrial or trial proceedings), that the  
20 Producing Party affix the legend "CONFIDENTIAL" or "CONFIDENTIAL  
21 HEALTH INFORMATION" to each page of the document that contains protected  
22 material. If only a portion or portions of the material on a page qualifies for  
23 protection, the Producing Party also must clearly identify the protected portion(s)  
24 (e.g., by making appropriate markings in the margins).

25 (b) For electronic information that is provided in native form or a  
26 format that is not amenable to visible endorsement on the image, the file name(s)  
27 shall begin with "CONFIDENTIAL" or "CONFIDENTIAL HEALTH  
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1 INFORMATION.”<sup>2</sup> The media on which the Protected Material is provided (e.g.,  
2 CD, DVD, external hard drive) also must be and remain plainly labeled with  
3 “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” or  
4 “CONFIDENTIAL HEALTH INFORMATION” unless and until the protection of  
5 the data within the media is removed. Any copying or transferring of electronic  
6 files that are designated as Protected Material must be done in a manner that  
7 maintains the protection for all copies, including, but not limited to, maintaining  
8 the protection in the filename(s) and the location where the copies are stored and  
9 the location where the users access the information.

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

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28 <sup>2</sup> The original metadata of the native files shall be retained pursuant to the Parties’ agreed upon ESI protocols.

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

19 (e) For information produced in some form other than documentary  
20 and for any other tangible items, that the Producing Party affix in a prominent  
21 place on the exterior of the container or containers in which the information is  
22 stored the legend “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” or  
23 “CONFIDENTIAL HEALTH INFORMATION.” If only a portion or portions of  
24 the information warrants protection, the Producing Party, to the extent practicable,  
25 shall identify the protected portion(s).

26 (f) For interrogatory answers and responses to requests for  
27 admissions, designation of Protected Material shall be made by placing within each  
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1 interrogatory answer or response to requests for admission asserted to contain  
2 Protected Material the following: “CONFIDENTIAL – SUBJECT TO  
3 PROTECTIVE ORDER” or ‘CONFIDENTIAL HEALTH INFORMATION.’”

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

10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

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

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

24         6.4 After a designation as Protected Material is removed or withdrawn by  
25 the Designating Party or by the Court, the Designating Party must provide to the  
26 Receiving Party replacement documents, files, or information that is free from any  
27 marking is or designations as Protected Material. The replacement versions shall  
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1 be provided in the same format as the information that is to be replaced, unless  
2 otherwise agreed to by the Parties. The presumptive time for providing the  
3 replacement information shall be ten days, but the Designating Party must in good  
4 faith provide the information in a reasonable time, considering any agreements  
5 with the Receiving Party, the volume of information to be re-produced, and the  
6 nature or format of the information.

7 7. ACCESS TO AND USE OF PROTECTED MATERIAL

8 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
9 disclosed or produced by another Party or by a Non-Party in connection with this  
10 Litigation only for prosecuting, defending, or attempting to settle this Litigation.  
11 Such Protected Material may be disclosed only to the categories of persons and  
12 under the conditions described in this Order. When the Litigation has been  
13 terminated, a Receiving Party must comply with the provisions of section 13  
14 regarding Final Disposition below.

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

18 7.2 Disclosure of “CONFIDENTIAL” or “CONFIDENTIAL HEALTH  
19 INFORMATION” Information or Items. Unless otherwise ordered by the court or  
20 permitted in writing by the Designating Party, a Receiving Party may disclose any  
21 information or item designated “CONFIDENTIAL” or “CONFIDENTIAL  
22 HEALTH INFORMATION” only to:

23 (a) the Receiving Party’s Outside Counsel of Record in this  
24 Litigation, as well as employees of said Outside Counsel of Record to whom it is  
25 reasonably necessary to disclose the information for this Litigation;

26 (b) the officers, directors, and employees (including In-house  
27 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for  
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1 this Litigation and who have received a copy of this Order;

2 (c) Experts (as defined in this Order) of the Receiving Party to  
3 whom disclosure is reasonably necessary for this Litigation and who received a  
4 copy of this Order

5 (d) the court and its personnel;

6 (e) court reporters and their staff;

7 (f) professional jury or trial consultants, mock jurors, and  
8 Professional Vendors, to whom disclosure is reasonably necessary for this  
9 Litigation and who have received a copy of this Order;

10 (g) witnesses and potential witnesses, including their counsel,  
11 provided each such person first receives a copy of this Order;

12 (h) during their depositions, witnesses, and attorneys for witnesses,  
13 in the Litigation to whom disclosure is reasonably necessary provided that (1) the  
14 deposing party provides the witness with a copy of this Order; and (2) the witness  
15 will not be permitted to keep any Protected Material, unless otherwise agreed by  
16 the Designating Party or ordered by the court. Pages of transcribed deposition  
17 testimony or exhibits to depositions that reveal Protected Material may be  
18 separately bound by the court reporter and may not be disclosed to anyone except  
19 as permitted under this Order; and

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

23 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
24 PRODUCED IN OTHER LITIGATION

25 If a Party is served with a subpoena or a court order issued in other litigation  
26 that compels disclosure of any information or items designated in this Litigation as  
27 “CONFIDENTIAL” or “CONFIDENTIAL HEALTH INFORMATION” that Party  
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1 must:

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

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

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

10 If the Designating Party timely seeks a protective order, the Party served with the  
11 subpoena or court order shall not produce any information designated in this  
12 Litigation as “CONFIDENTIAL,” or “CONFIDENTIAL HEALTH  
13 INFORMATION” before a determination by the court from which the subpoena or  
14 order issued, unless the Party has obtained the Designating Party’s permission or  
15 unless otherwise required by the law or court order. Absent a court order to the  
16 contrary, the Designating Party shall bear the burden and expense of seeking  
17 protection in that court of its confidential material and nothing in these provisions  
18 should be construed as authorizing or encouraging a Receiving Party in this  
19 Litigation to disobey a lawful directive from another court.

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

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

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

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

9 (2) promptly provide the Non-Party with a copy of this Order in  
10 this Litigation, the relevant discovery request(s), and a reasonably specific  
11 description of the information requested; and

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

14 (c) If a Non-Party represented by counsel fails to commence the process  
15 called for by Local Rules 45-1 and 37-1, *et seq.* within 14 days of receiving the  
16 notice and accompanying information or fails contemporaneously to notify the  
17 Receiving Party that it has done so, the Receiving Party may produce the  
18 Non-Party's confidential information responsive to the discovery request. If  
19 an unrepresented Non-Party fails to seek a protective order from this court within  
20 14 days of receiving the notice and accompanying information, the Receiving  
21 Party may produce the Non-Party's Confidential Information responsive to the  
22 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
23 Party shall not produce any information in its possession or control that is subject  
24 to the confidentiality agreement with the Non-Party before a determination by the  
25 court unless otherwise required by the law or court order. Absent a court order  
26 to the contrary, the Non-Party shall bear the burden and expense of seeking  
27 protection in this court of its Protected Material.  
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1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that, by inadvertence or otherwise, it has  
3 disclosed Protected Material to any person or in any circumstance not authorized  
4 under this Order, the Receiving Party must immediately (a) notify in writing the  
5 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
6 all unauthorized copies of the Protected Material, (c) inform the person or persons  
7 to whom unauthorized disclosures were made of all the terms of this Order.

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

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

16 12. MISCELLANEOUS

17 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
18 person to seek its modification by the Court in the future.

19 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
20 Order no Party waives any right it otherwise would have to object to disclosing or  
21 producing any information or item on any ground not addressed in this Order.  
22 Similarly, no Party waives any right to object on any ground to use in evidence of  
23 any of the material covered by this Order.

24 12.3 Filing Protected Material. A Party that seeks to file under seal any  
25 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent  
26 orders of the assigned District Judge and Magistrate Judge. *See, e.g.*, Standing  
27 Order, ¶ 9 (Docket No. 9). Protected Material may only be filed under seal  
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1 pursuant to a court order authorizing the sealing of the specific Protected Material  
2 at issue. If a Receiving Party intends to file any Protected Material of a  
3 Designating Party, it must provide sufficient notice to the Designating Party to  
4 allow the Designating Party to timely request to file the Protected Material at issue  
5 under seal. If the Designating Party's request to file Protected Material under seal  
6 is denied by the court, then the Receiving Party may file the information in the  
7 public record unless otherwise instructed by the court.

8 **13. FINAL DISPOSITION**

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

4 14. DISCLOSURE TO AGENCIES OR DEPARTMENTS OF THE UNITED  
5 STATES OR OF THE STATE OF CALIFORNIA

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

20 15. DISCLOSURES TO THE UNITED STATES CONGRESS

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

4 16. Notwithstanding Section 10 of this Order, any violation of this Order may be  
5 punished by any and all appropriate measures including, without limitation,  
6 contempt proceedings and/or monetary sanctions.  
7

8 Dated: August 7, 2017

Respectfully submitted,

9  
10 /s/ *Bryan Wong*

11 \_\_\_\_\_  
12 TROY A. SCHELL  
13 BRYAN WONG  
14 Attorneys for Plaintiff

15 Dated: August 7, 2017

SANDRA R. BROWN  
Acting United States Attorney  
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18  
19  
20 /s/ *Donald W. Yoo*

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22 DONALD W. YOO  
23 Assistant United States Attorney  
24 Attorneys for Defendant  
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**ORDER**

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.



Dated: August 11, 2017

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GAIL J. STANDISH  
UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

The undersigned has read and understands the foregoing Protective Order (the “Protective Order”) entered by the Court in *Prime Healthcare Services – Sherman Oaks, LLC v. Thomas E. Price*, No. 17-cv-00161-DSF (GJSx), which is currently pending in the United States District Court for the Central District of California. I understand its contents, and hereby undertake and agree to be bound by the terms of the Protective Order. Specifically and without limitation, the undersigned agrees not to use or disclose any information that is designated as subject to the Protective Order and made available to me, other than as provided by the Protective Order. The undersigned acknowledges further that my duties under the Protective Order shall survive the termination of this case and that failure to comply with the terms of the Protective Order may result in the imposition of sanctions by the Court and any other sanction authorized by law. I also hereby consent to the personal jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the aforementioned Order.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company (if applicable)