

1 LAW OFFICES OF CHRISTIAN J. GARRIS
 2 CHRISTIAN J. GARRIS SBN 175808
 3 633 West Fifth Street, 28th Floor
 4 Los Angeles, California 90071
 5 Telephone: (213) 624-2900
 6 Facsimile: (213) 624-2901
 7 Email: cjg@christiangarris.com
 8 Attorneys for Plaintiff

9 Amir Shlesinger (SBN 204132)
 10 ashlesinger@reedsmith.com
 11 Jonathan D. Gershon (SBN 306979)
 12 jgershon@reedsmith.com
 13 REED SMITH LLP
 14 355 South Grand Avenue, Suite 2900
 15 Los Angeles, California 90071
 16 Telephone: (213) 457-8000
 17 Facsimile: (213) 457-8080
 18 Attorneys for Defendants Aetna Life Insurance Company

NOTE CHANGES MADE BY THE COURT

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

14 CHRISTOPHER HELMAN, an individual,
 15
 16 Plaintiff,
 17 vs.
 18 AETNA LIFE INSURANCE COMPANY and DOES 1-10,
 19 inclusive,
 20 Defendants.

Case No. CV17-00975-RGK(AGRx)

STIPULATED PROTECTIVE ORDER

Magistrate: Hon. Alicia G. Rosenberg
 Ctrm.: B (Spring)

NOTE CHANGES MADE BY THE COURT

22 **1. A. PURPOSES AND LIMITATIONS**

23 Discovery in this action is likely to involve production of confidential,
 24 proprietary, or private information for which special protection from public
 25 disclosure and from use for any purpose other than prosecuting this litigation may
 26 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
 27 enter the following Stipulated Protective Order. The parties acknowledge that this
 28 Order does not confer blanket protections on all disclosures or responses to

1 discovery and that the protection it affords from public disclosure and use extends
2 only to the limited information or items that are entitled to confidential treatment
3 under the applicable legal principles. The parties further acknowledge, as set forth
4 in Section 12.3, below, that this Stipulated Protective Order does not entitle them
5 to file confidential information under seal; Civil Local Rule 79-5 sets forth the
6 procedures that must be followed and the standards that will be applied when a
7 party seeks permission from the court to file material under seal.

8
9 ~~CONFIDENTIAL~~
10 **Plaintiff's Version**

11 Defendant contends that this action is likely to involve disclosure and
12 exchange of details regarding Plaintiff's medical treatment and health information,
13 which is protected and confidential, a qualified protective order is necessary to
14 ensure confidentiality and safeguard the privacy of Plaintiff's medical records,
15 individually identifiable health information, and personally identifiable
16 information contained within the administrative record. Accordingly, to expedite
17 the flow of information, to facilitate the prompt resolution of disputes over
18 confidentiality of discovery materials, to adequately protect information the parties
19 are entitled to keep confidential, to ensure that the parties are permitted reasonable
20 necessary uses of such material in preparation for and in the conduct of trial, to
21 address their handling at the end of the litigation, and serve the ends of justice, a
22 protective order for such information is justified in this matter. It is the intent of
23 the parties that information will not be designated as confidential for tactical
24 reasons and that nothing be so designated without a good faith belief that it has
25 been maintained in a confidential, non-public manner, and there is good cause why
26 it should not be part of the public record of this case.

27 **Defendant's Version**

28 This action is likely to involve confidential or proprietary technical,

law offices of christian j. garris
633 west fifth street, 28th floor
los angeles, california 90071
tel 213.624.2900
fax 213.624.2901

law offices of christian j. garris
633 west fifth street, 28th floor
los angeles, california 90071
tel 213.624.2900
fax 213.624.2901

1 scientific, financial, business, health, or medical information including regarding
2 Plaintiff's medical treatment and health information which is protected and
3 confidential, and for which a qualified protective order is necessary to ensure
4 confidentiality and safeguard the privacy of Plaintiff's medical records,
5 individually identifiable health information, and personally identifiable
6 information contained within the administrative record. Accordingly, to expedite
7 the flow of information, to facilitate the prompt resolution of disputes over
8 confidentiality of discovery materials, to adequately protect information the parties
9 are entitled to keep confidential, to ensure that the parties are permitted reasonable
10 necessary uses of such material in preparation for and in the conduct of trial, to
11 address their handling at the end of the litigation, and serve the ends of justice, a
12 protective order for such information is justified in this matter. It is the intent of
13 the parties that information will not be designated as confidential for tactical
14 reasons and that nothing be so designated without a good faith belief that it has
15 been maintained in a confidential, non-public manner, and there is good cause why
16 it should not be part of the public record of this case.

18 **2. DEFINITIONS**

19 2.1 Action: *Helman v. Aetna Life Insurance Co.*, Case No. CV17-00975-
20 RGK(AGRx).

21 2.2 Challenging Party: a Party or Non-Party that challenges the designation
22 of information or items under this Order.

23 2.3 "CONFIDENTIAL" Information or Items:

24 ~~Plaintiff's Version~~

25 information (regardless of how it is generated, stored or maintained) or tangible
26 things that qualify for protection under Federal Rule of Civil Procedure 26(c), ^{or} and
27 ~~any other state or federal law.~~
~~as specified above in the Good Cause Statement.~~

AGR

~~Defendant's Version~~

1 information (regardless of how it is generated, stored or maintained)
2 including but not limited to claim data, claim forms, grievances, appeals, or other
3 documents or records or tangible things that qualify for protection under Federal
4 Rule of Civil Procedure 26(c) or any other state or federal law, including 45 C.F.R.
5 Parts 160 and 164 promulgated pursuant to the Health Insurance Portability and
6 Accountability Act of 1996 (see 45 C.F.R. §§ 164.501 & 160.103).
7 CONFIDENTIAL Information includes information supplied in any form, or any
8 portion thereof, that identifies an individual or subscriber in any manner and relates
9 to the past, present, or future care, services, or supplies relating to the physical or
10 mental health or condition of such individual or subscriber, the provision of health
11 care to such individual or subscriber, or the past, present, or future payment for the
12 provision of health care to such individual or subscriber, including information
13 which reveal subscriber, patient, or member

- 14 a. names;
- 15 b. all geographic subdivisions smaller than a State, including street
- 16 address, city, county, precinct, and zip code;
- 17 c. all elements of dates (except year) for dates directly related to an
- 18 individual, including birth date, admission date, discharge date, age,
- 19 and date of death;
- 20 d. telephone numbers;
- 21 e. fax numbers;
- 22 f. electronic mail addresses;
- 23 g. social security numbers;
- 24 h. medical record numbers;
- 25 i. health plan beneficiary numbers;
- 26 j. account numbers;
- 27 k. certificate/license numbers;
- 28

law offices of christian j. garris
633 west fifth street, 28th floor
los angeles, california 90071
tel 213.624.2900
fax 213.624.2901

- 1 ~~l. vehicle identifiers and serial numbers, including license plate~~
- 2 ~~numbers;~~
- 3 ~~m. device identifiers and serial numbers;~~
- 4 ~~n. web universal resource locators (“URLs”);~~
- 5 ~~o. internet protocol (“IP”) address numbers;~~
- 6 ~~p. biometric identifiers, including finger and voice prints;~~
- 7 ~~q. full face photographic images and any comparable images; and/or~~
- 8 ~~r. any other unique identifying number, characteristic, or code.~~

9 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
10 support staff).

11 2.5 Designating Party: a Party or Non-Party that designates information or
12 items that it produces in disclosures or in responses to discovery as
13 “CONFIDENTIAL.”

14 2.6 Disclosure or Discovery Material: all items or information, regardless of
15 the medium or manner in which it is generated, stored, or maintained (including,
16 among other things, testimony, transcripts, and tangible things), that are produced
17 or generated in disclosures or responses to discovery in this matter.

18 2.7 Expert: a person with specialized knowledge or experience in a matter
19 pertinent to the litigation who has been retained by a Party or its counsel to serve
20 as an expert witness or as a consultant in this Action.

21 2.8 House Counsel: attorneys who are employees of a party to this Action.
22 House Counsel does not include Outside Counsel of Record or any other outside
23 counsel.

24 2.9 Non-Party: any natural person, partnership, corporation, association, or
25 other legal entity not named as a Party to this action.

26 2.10 Outside Counsel of Record: attorneys who are not employees of a party
27 to this Action but are retained to represent or advise a party to this Action and have
28 appeared in this Action on behalf of that party or are affiliated with a law firm

law offices of christian j. garris
633 west fifth street, 28th floor
los angeles, california 90071
tel 213.624.2900
fax 213.624.2901

law offices of christian j. garris
633 west fifth street, 28th floor
los angeles, california 90071
tel 213.624.2900
fax 213.624.2901

1 which has appeared on behalf of that party, and includes support staff.

2 2.1 Party: any party to this Action, including all of its officers, directors,
3 employees, consultants, retained experts, and Outside Counsel of Record (and their
4 support staffs).

5 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
6 Discovery Material in this Action.

7 2.13 Professional Vendors: persons or entities that provide litigation support
8 services (e.g., photocopying, videotaping, translating, preparing exhibits or
9 demonstrations, and organizing, storing, or retrieving data in any form or medium)
10 and their employees and subcontractors.

11 2.14 Protected Material: any Disclosure or Discovery Material that is
12 designated as "CONFIDENTIAL."

13 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
14 from a Producing Party.

15
16 **3. SCOPE**

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

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

24
25 **4. DURATION**

26 **Plaintiff's Version**

27 Once a case proceeds to trial, all of the information that ^{is used at trial} ~~was designated as~~
28 ~~confidential or maintained pursuant to this protective order~~ becomes public and

AGR

AGK

become public absent a separate court order upon written
will be ~~presumptively available to all members of the public, including the press,~~
motion and a sufficient showing.
~~unless compelling reasons supported by specific factual findings to proceed~~
~~otherwise are made to the trial judge in advance of the trial. See Kamakana v. City~~
~~and County of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing~~
~~"good cause" showing for sealing documents produced in discovery from~~
~~"compelling reasons" standard when merits-related documents are part of court~~
~~record). Accordingly, the terms of this protective order do not extend beyond the~~
~~commencement of the trial.~~

~~Defendant's Version~~

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

law offices of christian j. garris
633 west fifth street, 28th floor
los angeles, california 90071
tel 213.624.2900
fax 213.624.2901

5. DESIGNATING PROTECTED MATERIAL

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

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

Mass, indiscriminate, or routinized designations are prohibited.

law offices of christian j. garris
633 west fifth street, 28th floor
los angeles, california 90071
tel 213.624.2900
fax 213.624.2901

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

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

8 5.2 Manner and Timing of Designations. Except as otherwise provided in
9 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
10 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
11 under this Order must be clearly so designated before the material is disclosed or
12 produced.

13 Designation in conformity with this Order requires:

14 (a) for information in documentary form (e.g., paper or electronic
15 documents, but excluding transcripts of depositions or other pretrial or trial
16 proceedings), that the Producing Party affix at a minimum, the legend
17 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
18 contains protected material. If only a portion or portions of the material on a page
19 qualifies for protection, the Producing Party also must clearly identify the
20 protected portion(s) (e.g., by making appropriate markings in the margins).

21 A Party or Non-Party that makes original documents available for inspection
22 need not designate them for protection until after the inspecting Party has indicated
23 which documents it would like copied and produced. During the inspection and
24 before the designation, all of the material made available for inspection shall be
25 deemed "CONFIDENTIAL." After the inspecting Party has identified the
26 documents it wants copied and produced, the Producing Party must determine
27 which documents, or portions thereof, qualify for protection under this Order.
28 Then, before producing the specified documents, the Producing Party must affix

law offices of christian j. garris
633 west fifth street, 28th floor
los angeles, california 90071
tel 213.624.2900
fax 213.624.2901

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

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

8 (c) for information produced in some form other than documentary and for
9 any other tangible items, that the Producing Party affix in a prominent place on the
10 exterior of the container or containers in which the information is stored the legend
11 "CONFIDENTIAL." If only a portion or portions of the information warrants
12 protection, the Producing Party, to the extent practicable, shall identify the
13 protected portion(s).

14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
15 failure to designate qualified information or items does not, standing alone, waive
16 the Designating Party's right to secure protection under this Order for such
17 material. Upon timely correction of a designation, the Receiving Party must make
18 reasonable efforts to assure that the material is treated in accordance with the
19 provisions of this Order.

20 21 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
23 designation of confidentiality at any time that is consistent with the Court's
24 Scheduling Order.

25 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
26 resolution process under Local Rule 37.1 et seq.

27 6.3 The burden of persuasion in any such challenge proceeding shall be on
28 the Designating Party. Frivolous challenges, and those made for an improper

1 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
2 parties) may expose the Challenging Party to sanctions. Unless the Designating
3 Party has waived or withdrawn the confidentiality designation, all parties shall
4 continue to afford the material in question the level of protection to which it is
5 entitled under the Producing Party's designation until the Court rules on the
6 challenge.

7
8 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

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

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

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

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

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

28 (c) Experts (as defined in this Order) of the Receiving Party to whom

law offices of christian j. garris
633 west fifth street, 28th floor
los angeles, california 90071
tel 213.624.2900
fax 213.624.2901

law offices of christian j. garris
633 west fifth street, 28th floor
los angeles, california 90071
tel 213.624.2900
fax 213.624.2901

1 disclosure is reasonably necessary for this Action and who have signed the
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

3 (d) the court and its personnel;

4 (e) court reporters and their staff;

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

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

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

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

21
22 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
23 **IN OTHER LITIGATION**

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

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

law offices of christian j. garris
633 west fifth street, 28th floor
los angeles, california 90071
tel 213.624.2900
fax 213.624.2901

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

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

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

15
16 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
17 **PRODUCED IN THIS LITIGATION**

18 (a) The terms of this Order are applicable to information produced by a Non-
19 Party in this Action and designated as "CONFIDENTIAL." Such information
20 produced by Non-Parties in connection with this litigation is protected by the
21 remedies and relief provided by this Order. Nothing in these provisions should be
22 construed as prohibiting a Non-Party from seeking additional protections.

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

27 (1) promptly notify in writing the Requesting Party and the Non-Party that
28 some or all of the information requested is subject to a confidentiality agreement

law offices of christian j. garris
633 west fifth street, 28th floor
los angeles, california 90071
tel 213.624.2900
fax 213.624.2901

1 with a Non-Party;

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

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

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

15
16 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

26
27
28

law offices of christian j. garris
633 west fifth street, 28th floor
los angeles, california 90071
tel 213.624.2900
fax 213.624.2901

1 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
2 **PROTECTED MATERIAL**

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

13
14 **12. MISCELLANEOUS**

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
16 person to seek its modification by the Court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this
18 Protective Order no Party waives any right it otherwise would have to object to
19 disclosing or producing any information or item on any ground not addressed in
20 this Stipulated Protective Order. Similarly, no Party waives any right to object on
21 any ground to use in evidence of any of the material covered by this Protective
22 Order.

23 12.3 Filing Protected Material. A Party that seeks to file under seal any
24 Protected Material must comply with Civil Local Rule 79-5. Protected Material
25 may only be filed under seal pursuant to a court order authorizing the sealing of the
26 specific Protected Material at issue. If a Party's request to file Protected Material
27 under seal is denied by the court, then the Receiving Party may file the information
28 in the public record unless otherwise instructed by the court.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~12.4.~~

~~**Plaintiff's Version**~~

~~[Plaintiff does not believe that this section should be added to the Court's draft Protective Order.]~~

~~**Defendant's Version**~~

~~Use of Protected Material at Hearing or Trial. A party shall only disclose Protected Material at a hearing or trial by requesting the court, prior to the time the information is proffered or adduced, to receive the information only in the presence of those persons designated to receive such information and court personnel, and to designate the transcript appropriately.~~

13. FINAL DISPOSITION

After the final disposition of this Action, ^{including any appeals,} ~~as defined in paragraph 4,~~ within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival

law offices of christian j. garris
633 west fifth street, 28th floor
los angeles, california 90071
tel 213.624.2900
fax 213.624.2901

AGP

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

3

4

14.

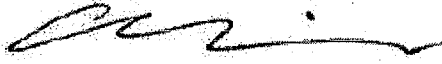
5 Any violation of this Order may be punished by any and all appropriate
6 measures including, without limitation, contempt proceedings and/or monetary
7 sanctions.

8

9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

10 Dated: December 11, 2017 LAW OFFICES OF CHRISTIAN J. GARRIS

11

By: 
Christian J. Garris, Esq.

12

Attorneys for Christopher Helman

13

14

15 Dated: December 11, 2017 REED SMITH LLP

16

By: /s/
Amir Shlesinger, Esq.

17

Attorneys for Aetna Life Insurance Company

18

19

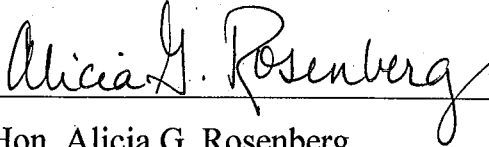
20

21 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

22

23 DATED: Dec. 12, 2017

24

25 

26 Hon. Alicia G. Rosenberg

27 United States Magistrate Judge

28

law offices of christian j. garris
633 west fifth street, 28th floor
los angeles, california 90071
tel 213.624.2900
fax 213.624.2901

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 _____ *Helman v. Aetna Life Insurance Co.*, Case
No. CV17-00975-RGK(AGRx). 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: _____

law offices of christian j. garris
633 west fifth street, 28th floor
los angeles, california 90071
tel 213.624.2900
fax 213.624.2901