

NOTE: CHANGES MADE BY THE COURT

See Page 11 for change.

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MOLINA HEALTHCARE, INC.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
LOS ANGELES DIVISION

ERIN HILEY,  
Plaintiff,

vs.

MOLINA HEALTHCARE, INC., a  
Delaware Corporation, and Does 1  
through 50, Inclusive,  
Defendant.

) Case No. 2:17-cv-01465-VAP-PLA

) **STIPULATED PROTECTIVE  
ORDER**

) **Complaint Filed: January 20, 2017**

1 I. INTRODUCTION

2 A. PURPOSES AND LIMITATIONS.

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

16 B. GOOD CAUSE.

17 This action is likely to involve the production of employee personnel and  
18 identifying records, confidential and proprietary compensation and employee benefits  
19 information, confidential and proprietary business practices, confidential financial  
20 information, and information otherwise generally unavailable to the public, or which  
21 may be privileged or otherwise protected from disclosure under state or federal  
22 statutes, court rules, case decisions, or common law. Accordingly, to expedite the  
23 flow of information, to facilitate the prompt resolution of disputes over confidentiality  
24 of discovery materials, to adequately protect information the parties are entitled to  
25 keep confidential, to ensure that the parties are permitted reasonable necessary uses of  
26 such material in preparation for and in the conduct of trial, to address their handling at  
27 the end of the litigation, and serve the ends of justice, a protective order for such  
28 information is justified in this matter. It is the intent of the parties that information

1 will not be designated as confidential for tactical reasons and that nothing be so  
2 designated without a good faith belief that it has been maintained in a confidential,  
3 non-public manner, and there is good cause why it should not be part of the public  
4 record of this case.

## 5 II. DEFINITIONS

6 2.1. Action: the case of Erin Hiley v. Molina Healthcare, Inc., Case No. 2:17-  
7 cv-01465-VAP-PLA.

8 2.2. Challenging Party: a Party or Non-Party that challenges the designation of  
9 information or items under this Order.

10 2.3. “CONFIDENTIAL” Information or Items: information (regardless of how  
11 it is generated, stored or maintained) or tangible things that qualify for protection  
12 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
13 Cause Statement.

14 2.4. Counsel: Outside Counsel of Record and House Counsel (as well as their  
15 support staff).

16 2.5. Designating Party: a Party or Non-Party that designates information or  
17 items that it produces in disclosures or in responses to discovery as  
18 “CONFIDENTIAL.”

19 2.6. Disclosure or Discovery Material: all items or information, regardless of  
20 the medium or manner in which it is generated, stored, or maintained (including,  
21 among other things, testimony, transcripts, and tangible things), that are produced or  
22 generated in disclosures or responses to discovery in this matter.

23 2.7. Expert: a person with specialized knowledge or experience in a matter  
24 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
25 expert witness or as a consultant in this Action.

26 2.8. House Counsel: attorneys who are employees of a party to this Action.  
27 House Counsel does not include Outside Counsel of Record or any other outside  
28 counsel.

1           2.9. Non-Party: any natural person, partnership, corporation, association, or  
2 other legal entity not named as a Party to this action.

3           2.10. Outside Counsel of Record: attorneys who are not employees of a party  
4 to this Action but are retained to represent or advise a party to this Action and have  
5 appeared in this Action on behalf of that party or are affiliated with a law firm which  
6 has appeared on behalf of that party, and includes support staff.

7           2.11. Party: any party to this Action, including all of its officers, directors,  
8 employees, consultants, retained experts, and Outside Counsel of Record (and their  
9 support staffs).

10          2.12. Producing Party: a Party or Non-Party that produces Disclosure or  
11 Discovery Material in this Action.

12          2.13. Professional Vendors: persons or entities that provide litigation support  
13 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
14 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
15 and their employees and subcontractors.

16          2.14. Protected Material: any Disclosure or Discovery Material that is  
17 designated as "CONFIDENTIAL."

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

### 20 III. SCOPE OF STIPULATED PROTECTIVE ORDER

21          The protections conferred by this Stipulation and Order cover not only  
22 Protected Material (as defined above), but also (1) any information copied or extracted  
23 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
24 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
25 or their Counsel that might reveal Protected Material. Any use of Protected Material  
26 at trial shall be governed by the orders of the trial judge. This Order does not govern  
27 the use of Protected Material at trial.

1 IV. DURATION

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

10 V. DESIGNATING PROTECTED MATERIAL

11 Each Party or Non-Party that designates information or items for protection  
12 under this Order must take care to limit any such designation to specific material that  
13 qualifies under the appropriate standards. The Designating Party must designate for  
14 protection only those parts of material, documents, items, or oral or written  
15 communications that qualify so that other portions of the material, documents, items,  
16 or communications for which protection is not warranted are not swept unjustifiably  
17 within the ambit of this Order. Mass, indiscriminate, or routinized designations are  
18 prohibited. Designations that are shown to be clearly unjustified or that have been  
19 made for an improper purpose (e.g., to unnecessarily encumber the case development  
20 process or to impose unnecessary expenses and burdens on other parties) may expose  
21 the Designating Party to sanctions. If it comes to a Designating Party's attention that  
22 information or items that it designated for protection do not qualify for protection, that  
23 Designating Party must promptly notify all other Parties that it is withdrawing the  
24 inapplicable designation.

25 Except as otherwise provided in this Order, or as otherwise stipulated or  
26 ordered, Disclosure or Discovery Material that qualifies for protection under this  
27 Order must be clearly so designated before the material is disclosed or produced.  
28 Designation in conformity with this Order requires that for information in

1 documentary form (e.g., paper or electronic documents, but excluding transcripts of  
2 depositions or other pretrial or trial proceedings), that the Producing Party affix at a  
3 minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”),  
4 to each page that contains protected material. If only a portion or portions of the  
5 material on a page qualifies for protection, the Producing Party also must clearly  
6 identify the protected portion(s) (e.g., by making appropriate markings in the  
7 margins). A Party or Non-Party that makes original documents available for  
8 inspection need not designate them for protection until after the inspecting Party has  
9 indicated which documents it would like copied and produced. During the inspection  
10 and before the designation, all of the material made available for inspection shall be  
11 deemed “CONFIDENTIAL”. After the inspecting Party has identified the documents  
12 it wants copied and produced, the Producing Party must determine which documents,  
13 or portions thereof, qualify for protection under this Order. Then, before producing  
14 the specified documents, the Producing Party must affix the “CONFIDENTIAL” to  
15 each page that contains Protected Material. If only a portion or portions of the  
16 material on a page qualifies for protection, the Producing Party also must clearly  
17 identify the protected portion(s) (e.g., by making appropriate markings in the  
18 margins).

19 Designation in conformity with this Order requires for testimony given in  
20 depositions that the Designating Party identify the Disclosure or Discovery Material  
21 on the record, before the close of the deposition all protected testimony. Designation  
22 in conformity with this Order requires that for information produced in some form  
23 other than documentary and for any other tangible items, the Producing Party affix in  
24 a prominent place on the exterior of the container or containers in which the  
25 information is stored the legend “CONFIDENTIAL.” If only a portion or portions of  
26 the information warrants protection, the Producing Party, to the extent practicable,  
27 shall identify the protected portion(s).

28 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to

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

## 6 VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS

7 6.1. Timing of Challenges. Any Party or Non-Party may challenge a  
8 designation of confidentiality at any time that is consistent with the Court's  
9 Scheduling Order.

10 6.2. Meet and Confer. The Challenging Party shall initiate the dispute  
11 resolution process under Local Rule 37-1 et seq.

12 6.3. Any challenge submitted to the Court shall be via a joint stipulation  
13 pursuant to Local Rule 37-2.

14 6.4. The burden of persuasion in any such challenge proceeding shall be on the  
15 Designating Party. Frivolous challenges, and those made for an improper purpose  
16 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
17 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
18 or withdrawn the confidentiality designation, all parties shall continue to afford the  
19 material in question the level of protection to which it is entitled under the Producing  
20 Party's designation until the Court rules on the challenge.

## 21 VII. ACCESS TO AND USE OF PROTECTED MATERIAL

22 7.1. Basic Principles. A Receiving Party may use Protected Material that is  
23 disclosed or produced by another Party or by a Non-Party in connection with this  
24 Action only for prosecuting, defending, or attempting to settle this Action. Such  
25 Protected Material may be disclosed only to the categories of persons and under the  
26 conditions described in this Order. When the Action has been terminated, a Receiving  
27 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).  
28 Protected Material must be stored and maintained by a Receiving Party at a location

1 and in a secure manner that ensures that access is limited to the persons authorized  
2 under this Order.

3 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
4 ordered by the court or permitted in writing by the Designating Party, a Receiving  
5 Party may disclose any information or item designated “CONFIDENTIAL” only to:  
6 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
7 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
8 disclose the information for this Action; (b) the officers, directors, and management  
9 employees (including House Counsel) of the Receiving Party to whom disclosure is  
10 reasonably necessary for this Action; (c) Experts (as defined in this Order) of the  
11 Receiving Party to whom disclosure is reasonably necessary for this Action and who  
12 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); (d) the  
13 court and its personnel; (e) court reporters and their staff; (f) professional jury or trial  
14 consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably  
15 necessary for this Action and who have signed the “Acknowledgment and Agreement  
16 to Be Bound” (Exhibit A); (g) the author or recipient of a document containing the  
17 information or a custodian or other person who otherwise possessed or knew the  
18 information; (h) during their depositions (and, in the case of non-management  
19 employees of the Receiving Party, in preparation for their depositions), witnesses, and  
20 attorneys for witnesses, in the Action to whom disclosure is reasonably necessary  
21 provided: (1) the deposing party requests that the witness sign the form attached as  
22 Exhibit A hereto; and (2) they will not be permitted to keep any confidential  
23 information unless they sign the form, unless otherwise agreed by the Designating  
24 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to  
25 depositions that reveal Protected Material may be separately bound by the court  
26 reporter and may not be disclosed to anyone except as permitted under this Stipulated  
27 Protective Order; and (i) any mediator or settlement officer, and their supporting  
28 personnel, mutually agreed upon by any of the parties engaged in settlement



1 discussions.

2 VIII. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
3 OTHER LITIGATION

4 If a Party is served with a subpoena or a court order issued in other litigation  
5 that compels disclosure of any information or items designated in this Action as  
6 “CONFIDENTIAL,” that Party must: (a) promptly notify in writing the Designating  
7 Party. Such notification shall include a copy of the subpoena or court order; (b)  
8 promptly notify in writing the party who caused the subpoena or order to issue in the  
9 other litigation that some or all of the material covered by the subpoena or order is  
10 subject to this Protective Order. Such notification shall also include a copy of this  
11 Stipulated Protective Order; and the Party to whom the subpoena or court order was  
12 directed shall (c) cooperate with respect to all reasonable procedures sought to be  
13 pursued by the Designating Party whose Protected Material may be affected. If the  
14 Designating Party timely seeks a protective order, the Party served with the subpoena  
15 or court order shall not produce any information designated in this action as  
16 “CONFIDENTIAL” before a determination by the court from which the subpoena or  
17 order issued, unless the Party has obtained the Designating Party’s permission. The  
18 Designating Party shall bear the burden and expense of seeking protection in that  
19 court of its confidential material and nothing in these provisions should be construed  
20 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
21 directive from another court.

22 IX. NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
23 IN THIS LITIGATION

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

1 (b) In the event that a Party is required, by a valid discovery request, to produce  
2 a Non-Party's confidential information in its possession, and the Party is subject to an  
3 agreement with the Non-Party not to produce the Non-Party's confidential  
4 information, then the Party shall: (1) promptly notify in writing the Requesting Party  
5 and the Non-Party that some or all of the information requested is subject to a  
6 confidentiality agreement with a Non-Party; (2) promptly provide the Non-Party with  
7 a copy of the Stipulated Protective Order in this Action, the relevant discovery  
8 request(s), and a reasonably specific description of the information requested; and (3)  
9 make the information requested available for inspection by the Non-Party, if  
10 requested.

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

19 **X. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
21 Protected Material to any person or in any circumstance not authorized under this  
22 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
23 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
24 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
25 persons to whom unauthorized disclosures were made of all the terms of this Order,  
26 and (d) request such person or persons to execute the "Acknowledgment and  
27 Agreement to Be Bound" that is attached hereto as Exhibit A.  
28

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

13 XII. MISCELLANEOUS

14 12.1. Right to Further Relief. Nothing in this Order abridges the right of any  
15 person to seek its modification by the Court in the future.

16 12.2. Right to Assert Other Objections. By stipulating to the entry of this  
17 Protective Order no Party waives any right it otherwise would have to object to  
18 disclosing or producing any information or item on any ground not addressed in this  
19 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
20 ground to use in evidence of any of the material covered by this Protective Order.

21 12.3. Filing Protected Material. A Party that seeks to file under seal any  
22 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
23 only be filed under seal pursuant to a court order authorizing the sealing of the  
24 specific Protected Material at issue; **good cause must be shown for the under seal**  
25 **filing**. If a Party's request to file Protected Material under seal is denied by the court,  
26 then the Receiving Party may file the information in the public record unless  
27 otherwise instructed by the court.  
28

1 XIII. FINAL DISPOSITION

2 After the final disposition of this Action, as defined in paragraph 4, within 60 days  
3 of a written request by the Designating Party, each Receiving Party must return all  
4 Protected Material to the Producing Party or destroy such material. As used in this  
5 subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
6 summaries, and any other format reproducing or capturing any of the Protected  
7 Material. Whether the Protected Material is returned or destroyed, the Receiving  
8 Party must submit a written certification to the Producing Party (and, if not the same  
9 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
10 (by category, where appropriate) all the Protected Material that was returned or  
11 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
12 abstracts, compilations, summaries or any other format reproducing or capturing any  
13 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
14 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
15 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
16 reports, attorney work product, and consultant and expert work product, even if such  
17 materials contain Protected Material. Any such archival copies that contain or  
18 constitute Protected Material remain subject to this Protective Order as set forth in  
19 Section 4.

20 Dated: June 16, 2017

LAW OFFICES OF DONALD R.  
MCKILLOP, SR.

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23 By: */s/ Donald R. McKillop, Sr. [with permission]*  
DONALD R. MCKILLOP, SR.

24 Attorneys for Plaintiff  
25 ERIN HILEY  
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1 Dated: June 16, 2017

KEKER, VAN NEST & PETERS LLP

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3 By: /s/ Steven P. Ragland  
STEVEN P. RAGLAND

4 Attorneys for Defendant  
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EXHIBIT A  
ACKNOWLEDGMENT AND AGREEMENT  
TO BE BOUND BY PROTECTIVE ORDER

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 \_\_\_\_\_, 2017 in the case of Hiley v. Molina  
Healthcare, Inc., Case No. 2:17-cv- cv-01465-VAP-PLA. 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 punishment in the nature of  
contempt. I 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: \_\_\_\_\_