

1 **RICHARD D. WILLIAMS (SBN 58640)**
 2 rwilliams@lyttonwilliams.com
 3 **MINA HAKAKIAN (SBN 237666)**
 4 mhakakian@lyttonwilliams.com
 5 **LYTTON & WILLIAMS LLP**
 6 1539 Westwood Blvd., Suite 200
 7 Los Angeles, California 90024
 8 Tel.: (310) 982-2733; Fax: (310) 277-5952

9 Attorneys for Plaintiff,
 10 **BRAND TARZANA SURGICAL**
 11 **INSTITUTE, INC.**

12 **KAREN A. BRAJE**
 13 kbraje@reedsmith.com
 14 **REED SMITH LLP**
 15 101 Second Street, Suite 1800
 16 San Francisco, CA 94105
 17 Tel.: (415) 659-5948; Fax: (415) 391-8269

18 **UNITED STATES DISTRICT COURT**
 19 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

20 **BRAND TARZANA SURGICAL**
 21 **INSTITUTE, INC.,** a California Limited
 22 Liability Company

23 Plaintiff

24 vs.

25 **BLUE CROSS OF CALIFORNIA,** dba
 26 **ANTHEM BLUE CROSS** and related
 27 entity names; and **Does 1 through 100;**

28 Defendants

Case No. 2:17-CV-08177-DSF (ASx)

**AMENDED JOINT STIPULATION
 FOR PROTECTIVE ORDER RE
 PRODUCTION AND USE OF
 CONFIDENTIAL DOCUMENTS**

Complaint Filed: 11/9/2017

1. **A. PURPOSE AND LIMITATIONS**

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the Parties hereby stipulate to and petition the court

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

11
12 **B. GOOD CAUSE STATEMENT**

13 This Action will involve production of confidential, proprietary, or private
14 information and/or material for which special protection from public disclosure and
15 from use for any purpose other than prosecuting this litigation may be warranted. The
16 information and/or material qualify for a protection under Federal Rule of Civil
17 Procedure 26 (c), including but not limited to, information the Producing Party
18 believes in good faith to be protected under relevant provisions of applicable law
19 regarding confidential business, competitive or privacy information, trade secret
20 information, non public financial or business information, or private health or
21 personal information protected from disclosure under the health Insurance Probability
22 and Accountability Act of 1996 (“HIPPA”) 42 U.S.c §1330, et seq., California Health
23 & Safety Code § 1280.15, the California Confidentiality of Medical Information Act,
24 Cal.Civ. Code §56, et seq. or the Lanterman-Petris-Short Act, Welfare & Institution
25 Code § 5000, et seq., which the Producing Party is prohibited from revealing or would
26 not normally reveal to third parties except in confidence, or has undertaken with
27 others to maintain its confidence. Accordingly, to expedite the flow of information, to
28 facilitate the prompt resolution of disputes over confidentiality of discovery and

1
2 disclosure of material, to adequately protect information the Parties are entitled to
3 keep confidential, to ensure that the Parties are permitted reasonably necessary uses of
4 such material in preparation for an in the conduct of trial, to address their handling at
5 the end of the litigation, and serve the ends of justice, a protective order for such
6 information is justified in this matter. It is the intent of the Parties that information
7 will not be designated as confidential for tactical reasons and that nothing be so
8 designated without a good faith and belief that it has been maintained in confidential,
9 non-public manner, and there is good cause why it should not be part of the public
10 record of this case.
11

12 **2. DEFINITION**

13 2.1 Action: Action shall refer to the above-titled action, United States
14 District Court, Central District of California, Case No. 2:17-CV-008177-DSF (Asx).

15 2.2 Challenging Party: a Party or Non-Party that challenges the designation
16 of information or items under this Order.

17 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
18 how it is generated, stored or maintained) or tangible things that qualify for protection
19 under Federal Rule of Civil Procedure 26 (c), including but not limited to patient
20 records and data, claim files, non-public financial records and data, employee or
21 personnel files, customer or client lists, trade secrets or competitive information,
22 confidential, financial or business information, confidential contracts, other
23 healthcare-related information protected by The Health Insurance Portability and
24 Accountability Act of 1996, and all other information that the party in good faith
25 believes will, if disclosed, cause harm to the producing Party’s competitive position.

26 2.4 “CONFIDENTIAL-ATTORNEY’S EYES ONLY” Information or Items:
27 Subset of information (regardless of how it is generated, stored or maintained) or
28 tangible things that qualify for protection under Federal rule of Civil Procedure 26 (c)

1
2 subject to limited disclosure as set forth in Paragraph 7.3, that will, if disclosed, cause
3 substantial competitive and economic harm to the Producing Party. This includes, but
4 is not limited to trade secrets, Blue Cross’s proprietary claims-review and audit
5 processes, and all other non-public, proprietary financial, regulatory, or strategic
6 information and data, to the extent that any of these categories of information or
7 tangible things will, if disclosed, cause substantial competitive and economic harm to
8 the Producing Party.

9 2.5 House Counsel: attorneys who are employees of a party to this Action.
10 House Counsel does not include Outside Counsel of Record or any other outside
11 counsel.

12 2.6 Outside Counsel of Record: attorneys who are not employees of a party
13 to this Action but are retained to represent or advise a party to this Action and have
14 appeared in this Action on behalf of that party or are affiliated with a law firm which
15 has appeared on behalf of that party, and includes support staff.

16 2.7 Designating Party: a Party or Non-Party that designates information or
17 items that it produces in disclosures or in response to discovery as
18 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

19 2.8 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 provided,
22 produced or generated in relation to the claims and disputes in this matter or in
23 disclosures or responses to discovery in this matter.

24 2.9 Expert: a person with specialized knowledge or experience in a matter
25 pertinent to the litigation who has been retained by a Party or its counsel to serve as
26 an expert witness or as a consultant in this Action.

27 2.10 Non-Party: any natural person, partnership, corporation association, or
28 other legal entity not named as a Party to this Action.

1
2 2.11 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” or “CONFIDENTIAL – ATTORNEYS’S EYES
13 ONLY.”

14 2.15 Receiving Party: a party that receives Disclosure or Discovery Material
15 form a Producing Party.

16
17 **3. SCOPE**

18 The protection conferred by this Stipulation and Order cover not only Protected
19 Material (as defined above), but also any and all copies, experts, or compilations of
20 Protected Material. However, the protections conferred by this Stipulation and Order
21 do not cover the following information: (a) any information that is in the public
22 domain at the time of disclosure to a Receiving Party or becomes part of the public
23 domain after its disclosure to a Receiving Party as a result of publication not
24 involving a violation of this order, including becoming part of the public record
25 through trial or otherwise; and (b) any information known to the Receiving Party prior
26 to the disclosure or obtained by the Receiving Party after the disclosure from a source
27 who obtained the information lawfully and under no obligation of confidentiality to
28 the Designating Party. Any use of the Protected Material at trial shall be governed by

1 a separate agreement or order.

2
3 **4. DURATION**

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

12
13 **5. DESIGNATING PROTECTED MATERIAL**

14 5.1 Exercise of Restraint and Care in Designating Material for Protection.

15 Each Party or Non-Party that designates information or items for protection under this
16 Order must take care to limit any such designation to specific material that qualifies
17 under the appropriate standards.

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

21 5.2 Manner and Timing of Designations. Except as otherwise provided in
22 this Order (see, e.g., second paragraph of Section 5.2 (a) below), or as otherwise
23 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
24 under this Order must be clearly so designated before the material is disclosed or
25 produced. Designation in conformity with this Order requires:

- 26 (a) for information in documentary from (e.g., paper or electronic
27 documents, but excluding transcripts of depositions or other pretrial or
28 trial proceedings), that the producing Party affix the legend

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

6 (b) for testimony given in a deposition, confidentiality designations shall be
7 made either on the record or by written notice to the other party within 14
8 days of receipt of the transcript. Unless otherwise agreed, depositions
9 shall be treated as “Confidential” during the 14-day period following
10 receipt of the transcript. The deposition of any witness (or any portion of
11 such deposition) that encompasses Confidential information shall be
12 taken only in the presence of persons who are qualified to have access to
13 such information.

14 (c) for information produced in some form other than documentary and for
15 any other tangible items, that the Producing Party affix in a prominent
16 place on the exterior of the container or containers in which the
17 information or item is stored the legend “CONFIDENTIAL” or
18 “CONFIDENTIAL - ATTORNEYS’ EYES ONLY.” If only a portion or
19 portions of the information or item warrant protection, the Producing
20 Party, to the extent practicable, shall identify the protected portion(s).

21 5.3 Inadvertent Failures to Designate. If timely corrected, the inadvertent
22 failure to designate qualified information or items does not, standing alone, waive the
23 Designating Party’s right to secure protection under this Order for such material.
24 Upon timely correction of a designation, the Receiving Party must make reasonable
25 effort to assure that the material is treated in accordance with the provisions of this
26 Order.

1
2 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

3 6.1 Timing of Challenges. Any party or Non-Party may challenge a
4 designation of confidentiality at any time that is consistent with the Court’s
5 Scheduling Order.

6 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
7 resolution process under Local Rule 37.1 et seq.

8 6.3 The burden of persuasion in any such challenge proceeding shall be on
9 the designating Party. Frivolous challenges, and those made for an improper purpose
10 (e.g., to harass or impose unnecessary expenses and burdens on other Parties) may
11 expose the Challenging Party to sanctions. Unless the Designating Party has waived
12 or withdraws the confidentiality designation, all Parties shall continue to afford the
13 material in question the level of protection to which it is entitled under the Producing
14 Party’s designation until the Court rules on the challenge.

15
16 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

17 7.1 Basic Principles. A Receiving Party may use Protected Material that is
18 disclosed or produced by another Party or by a Non-Party in connection with this case
19 only for prosecuting, defending, or attempting to settle this litigation or related
20 litigation involving some or all of the Parties hereto. Such Protected Material may be
21 disclosed only to the categories of persons and under the conditions described in this
22 Order. When the litigation has been terminated, a Receiving Party must comply with
23 provisions of Section 13 below.

24 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
25 otherwise ordered by the court or permitted in writing by the Designating Party, a
26 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
27 only to:

- 28 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well

1 as employees of said Outside Counsel of Record to whom it is reasonably
2 necessary to disclose the information for this litigation;

3 (b) the officer, directors, and employees (including House Counsel) of the
4 Receiving Party to whom disclosure is reasonably necessary of this
5 litigation;

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

9 (d) the court and its personnel;

10 (e) court reports and their staff, professional jury or trial consultants, mock
11 jurors, licensed private investigators retained by Counsel, and
12 Professional Vendors to whom disclosure is reasonably necessary for this
13 litigation and who have signed the “Acknowledgment and Agreement to
14 Be Bound” (Exhibit A);

15 (f) during the depositions, witnesses in the Action to whom disclosure is
16 reasonably necessary and who have signed the “Acknowledgment and
17 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the
18 Designating Party or ordered by the court. Pages of transcribed
19 deposition testimony or exhibits to depositions that reveal Protected
20 Material must be separately bound by the court reporter and may not be
21 disclosed to anyone except as permitted under this Amended Joint
22 Stipulation for Protective order.

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

26 7.3 Disclosure of “CONFIDENTIAL – ATTORNEY’S EYES ONLY”

27 Information or Items. Unless otherwise ordered by the Court or permitted in writing
28 by the Designating Party, a Receiving Party may disclose any information or item

1 designated “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

- 2 (a) the Receiving Party’s Outside Counsel of Record in this Action
- 3 (b) Parties’ House Counsel in this Action;
- 4 (c) Expert (as defined in this Order) of the Receiving Party to whom
5 disclosure is reasonably necessary for this litigation and who have signed
6 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 7 (d) the Court and its personnel;
- 8 (e) court reporters and their staff, professional jury or trial consultants, mock
9 jurors, licenced private investigators retained by Counsel, and
10 Professional Vendors to whom disclosure is reasonably necessary for this
11 litigation and who have signed the “Acknowledgment and Agreement to
12 Be Bound” (Exhibit A);
- 13 (f) during their depositions, witnesses in the Action to whom disclosure is
14 reasonably necessary and who have signed the “Acknowledgment and
15 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the
16 Designating Party or ordered by the court. Pages of transcribed
17 deposition testimony or exhibits to depositions that reveal Protected
18 Material must be separately bound by the court reporter and may not be
19 disclosed to anyone except as permitted under this Amended Joint
20 Stipulation for Protective Order.
- 21 (g) the author or recipient of a document containing the information or a
22 custodian or other person who otherwise possessed or knew the
23 information.

24
25 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**

26 If a Party is served with a subpoena or a court order issued in other litigation
27 that compels disclosure of any information designated by an opposing or third party in
28 this Action as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES

1 ONLY,” that Party must:

- 2 (a) unless prohibited by a Court Order, or specifically prohibited by a statute
3 or regulation cited to the producing party by the requesting party,
4 promptly notify in writing the Designating Party. Such notification shall
5 include a copy of the subpoena or court order, unless prohibited by law;
- 6 (b) promptly notify in writing the party who caused the request, or subpoena,
7 or order to issue in the other litigation that some or all of the material
8 covered by the subpoena or order is subject to this Protective Order.
9 Such notification shall include a copy of this Amended Joint Stipulation
10 for Protective Order; and
- 11 (c) when applicable, as set forth in ¶ (a), cooperate with respect to all
12 reasonable procedures sought to be pursued by the Designating Party
13 whose Protected Material may be affected. However, the Parties must
14 follow the procedures set forth in Federal Rule of civil Procedure 45
15 (d)(2) when asserting that subpoenaed or requested information is subject
16 to a privilege. The filing of a motion for a protective order does not, by
17 itself, stay compliance with a subpoena.

18 If the Designating Party timely seeks a protective order from a court of
19 competent jurisdiction, the Party served with the subpoena or court order shall not
20 produce any information designated in this Action as “CONFIDENTIAL” before a
21 determination by the court from which the subpoena or order issued, unless the Party
22 has obtained the Designating Party’s permission or as otherwise required by law or
23 court order. The Designating Party shall bear the burden and expense of seeking
24 protection in that court of its Confidential Material and nothing in these provisions
25 should be construed as authorizing or encouraging a Receiving Party in this Action to
26 disobey a lawful directive from another court.

1 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
2 **PRODUCED**

3 9.1 The terms of this Order are applicable to information, documents and/or
4 tangible things produced by a Non-Party in this Action, and designated as
5 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’S EYES ONLY.” Such
6 information produced by Non-Parties, when so designated by the Non-Party upon
7 production or by any other Party pursuant to Section 9.2 below, is protected by the
8 remedies and relief provided by this Order. Nothing in these provisions should be
9 construed as prohibiting a Non-Party from seeking additional protections.

10 9.2 In the event that a Party is required, by a valid discovery request, to
11 produce a Non-Party’s confidential information in its possession, and the Party is
12 subject to an agreement with the Non-Party not to produce the Non-Party’s
13 confidential information, then the Party shall:

- 14 (a) promptly notify in writing the Requesting Party and the Non-Party that
15 some or all of the information requested is subject to a confidentiality
16 agreement with a Non-Party;
- 17 (b) promptly provide the Non-Party with a copy of the Amended Joint
18 Stipulation for Protective Order in this litigation, the relevant discovery
19
20 request(s), and a reasonably specific description of the information
21 requested; and
- 22 (c) make the information requested available for inspection by the Non-
23 Party.

24 If the Non-Party fails to object or seek a protective order from this Court within
25 fourteen (14) days of receiving the notice and accompanying information, the
26 Receiving Party may produce the Non-Party’s confidential information responsive to
27 the discovery request. If the Non-Party timely seeks a protective order, the Receiving
28 Party shall not produce any information in its possession or control that is subject to
the confidentiality agreement with the Non-Party before a determination by the court.

1 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
2 of seeking protection in this court of its Protected Material.

3
4 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

14
15 **11. UNAUTHORIZED DISCLOSURE OF PRIVILEGED INFORMATION**

16 In accordance with Federal Rule of Civil Procedure 26 (b) (5) (B) and Federal
17 Rule of Evidence 502, any Party who inadvertently produces Discovery Material that
18 is privileged or otherwise immune from discovery shall, promptly upon discovery of
19 such inadvertent production, so advise the Receiving Party and request that the
20 Discovery Material be returned. The Receiving Party shall return, sequester, or
21
22 destroy such inadvertently produced Discovery Materials, including all copies, within
23 five (5) business days of receiving such a written request. The Party returning such
24 inadvertently produced Discovery Materials may thereafter seek re-production of any
25 such Discovery Materials pursuant to applicable law.

26
27 **12. MISCELLANEOUS**

28 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
person to seek its modification by the court in the future.

1 12.2 Right to Assert Other Objections. By stipulation to the entry of this
2 Protective Order no Party waives any right it otherwise would have to object to
3 disclosing or producing any information or item or any ground not addressed in this
4 Amended Joint Stipulation for Protective Order. Similarly, no Party waives any right
5 to object on any ground to use in evidence of any of the material covered by this
6 Protective Order.

7 12.3 Filing Protected Material. Without written permission from the
8 Designating Party or a court order secured after appropriate notice to all interested
9 persons, a Party may not file in the public record in this Action any Protected
10 Material. A Party that seeks to file under seal any Protected Material must comply
11 with Local Rule 79-5. Protected Material may only be filed under seal pursuant to a
12 court order authorizing the sealing of the specific Protected Material at issue.
13 Pursuant to Local Rule 79-5, a sealing order will issue only upon a request
14 establishing that the Protected Material at issue is privileged, protectable as a trade
15 secret, or otherwise entitled to protection under the law. If a Receiving Party's
16 request to file Protected Material under seal pursuant to Local Rule 79-5 is denied by
17 the court, then the Receiving Party may file the information in the public record
18 unless otherwise instructed by the court.

19
20 **13. FINAL DISPOSITION**

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

1 retained any copies, abstracts, compilations, summaries or any other format
2 reproducing or capturing any of the Protected Material. Notwithstanding this
3 provision, Counsel are entitled to retain any archival copy of all pleadings, motion
4 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
5 deposition and trial exhibits, expert reports, attorney work production, and consultant
6 and expert work product, even if such materials contain Protected Material. Any such
7 archival copies that contain or constitute Protected Material remain subject to this
8 Protective Order as set forth in Section 4 (DURATION).

9
10 IT IS SO STIPULATED THROUGH COUNSEL OF RECORD.

11
12 **Dated:** March 8, 2018

Respectfully submitted,

13 **LYTTON & WILLIAMS LLP**

14
15 By: /s/ Richard D. Williams

16 Richard D. Williams,
17 Attorneys for Plaintiff, Brand Tarzana
Surgical Institute, Inc.

18 **Dated:** March 8, 2018

REED SMITH LLP

19
20
21 By: /s/ Karen A. Braje

22 Karen A. Braje
23 Attorneys for Defendant, Blue Cross of
California, dba Anthem Blue Cross

24 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

25 **Dated:** March 9, 2018

26
27 /s/ Alka Sagar

28 Honorable Alka Sagar
United States Magistrate Judge

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I _____, declare under penalty of perjury that I
4 have read in its entirety and understand the Amended Joint Stipulation for Protective
5 Order that was issued by the United States District Court for the Central District of
6 California on [_____] in the case of *Brand Tarzana Surgical Institute,*
7 *Inc. v. Blue Cross of California dba Anthem Blue Cross*, Case No. 2:17-cv-08177-
8 DSF (ASx).

9 I agree to comply with and to be bound by all the terms of this Amended Joint
10 Stipulation for Protective Order and I understand and acknowledge that failure to do
11 so comply could expose me to sanctions and punishment in the nature of contempt. I
12 solemnly promise that I will not disclose in any manner any information or item that is
13 subject to this Amended Joint Stipulation for Protective Order to any person or entity
14 except in strict compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court
16 for the Central District of California for the purpose of enforcing the terms of this
17 Amended Joint Stipulation for Protective Order, even if such enforcement
18 proceedings occur after termination of this Action.

19
20 Date: _____

21
22 City and State Where sown and signed: _____

23
24 Printed Name: _____

25
26 Signature: _____