

1 Mark Hardiman (SBN 136602)
 Jonathan Radke (SBN 257324)
 2 **NELSON HARDIMAN LLP**
 1100 Glendon Avenue, 14th Floor
 3 Los Angeles, CA 90024
 Telephone: (310) 203-2800
 4 Facsimile: (310) 203-2727
 Email: mhardiman@nelsonhardiman.com
 5 jradke@nelsonhardiman.com

6 Attorneys for Defendants
 University of Southern California,
 7 and USC Care Medical Group, Inc.

8
 9
 10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION

UNITED STATES OF AMERICA ex
 rel. JUSTIN CHEONGSIATMOY,
 M.D. and IONM LLC; STATE OF
 CALIFORNIA ex rel. JUSTIN
 CHEONGSIATMOY, M.D. and
 IONM LLC; LOS ANGELES
 COUNTY ex rel. JUSTIN
 CHEONGSIATMOY, M.D. and
 IONM LLC; and JUSTIN
 CHEONGSIATMOY, M.D.,

CASE NO.: 2:18-CV-08311-SSS (ASx)

PROTECTIVE ORDER

Plaintiffs,

v.

UNIVERSITY OF SOUTHERN
 CALIFORNIA, and USC CARE
 MEDICAL GROUP, INC.,

Defendants.

NELSON HARDIMAN LLP
 1100 Glendon Avenue, 14th Floor
 LOS ANGELES, CALIFORNIA 90024

1 **STIPULATED PROTECTIVE ORDER**

2 **1. PURPOSES, LIMITATIONS AND GOOD CAUSE**

3 **A. PURPOSES AND LIMITATIONS**

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

19 **B. GOOD CAUSE STATEMENT**

20 This action is likely to involve non-public commercial, financial, and/or
21 propriety information, as well as individual patients’ protected health information,
22 for which special protection from public disclosure and from use for any purpose
23 other than prosecution or defense of this action is warranted. Such confidential and
24 proprietary materials and information consist of, among other things, nonpublic
25 and/or proprietary information business practices; nonpublic or proprietary
26 operational reports and similar business information; personal financial and tax
27 filings; medical records; and personal identifying information related to patients’
28 surgeries and intraoperative neurophysiological monitoring services that implicates

1 patients' privacy rights under state and federal statutes. Prejudice or harm to a Party
2 or Non-Party may result if no protective order is granted. In particular, the privacy
3 rights of Defendants' past and present patients could be violated if any of the
4 confidential information identified above is published for purposes outside those
5 permitted in this Stipulated Protective Order. In addition, Defendants' business
6 interests would be undermined if their proprietary information is disclosed for
7 purposes outside those permitted in this Stipulated Protective Order.

8 Accordingly, to expedite the flow of information, to facilitate the prompt
9 resolution of disputes over confidentiality of discovery materials, to adequately
10 protect information the parties are entitled to keep confidential, to ensure that the
11 parties are permitted reasonable and necessary uses of such material in preparation
12 for trial, to address the handling of such material at the end of the litigation, and
13 serve the ends of justice, a protective order for such information is justified in this
14 matter. It is the intent of the parties that information will not be designated as
15 confidential for tactical reasons and that nothing be so designated without a good-
16 faith belief that it has been maintained in a confidential, non-public manner, and
17 there is good cause why it should not be part of the public record of this case.

18 **2. DEFINITIONS**

19 2.1 Action: This pending federal lawsuit, captioned as *United States of*
20 *America ex rel. Justin Cheongsiatmoy, M.D., et al vs. University of Southern*
21 *California, et al.*, Case No. 2:18-CV-08311-FSW (ASx). This includes subsequent
22 arbitrations should the parties arbitrate a portion of the claims brought in the Action.

23 2.2 Challenging Party: A Party or Non-Party that challenges the
24 designation of information or items under this Order.

25 2.3 "CONFIDENTIAL" Information or Items: Information (regardless of
26 how it is generated, stored or maintained), testimony, or tangible things that qualify
27 for protection under Federal Rule of Civil Procedure 26(c) and as specified above in
28 the Good Cause Statement. "CONFIDENTIAL" Information or Items include, but

1 are not limited to “individually identifiable health information” as defined in 45
2 C.F.R. § 160.103, and “medical information” as defined in Cal. Civil Code §
3 56.05(j). Any individually identifiable health information or medical information
4 produced may be subject to the provisions of the Privacy Act, 5 U.S.C. § 552a; to
5 the provisions of 45 C.F.R. §§ 164.102-164.534; to the provisions of 42 U.S.C. §
6 1306; to the provisions of Cal. Civil Code §§ 56.05 et. seq., the California
7 Confidentiality of Medical Information Act; to the peer review confidentiality
8 provisions set forth in California Evidence Code § 1157, and/or to the privacy
9 provisions of various state(s) law(s), and there may be no waiver or authorization by
10 the patient or other holder of privilege/protection to produce the records to any
11 outside entity. All patient files, medical records and documents, or other materials
12 containing individually identifiable health information/medical information, and the
13 proceedings and records of peer review committees, shall be deemed to be
14 CONFIDENTIAL.

15 2.4 Counsel (without qualifier): Outside Counsel of Record and House
16 Counsel (as well as their support staff).

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

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

24 2.7 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 2.8 House Counsel: Attorneys who are employees of a party to this action.
28 House Counsel does not include Outside Counsel of Record or any other outside

1 counsel.

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

4 2.10 Outside Counsel of Record: Attorneys who are not employees of a
5 party to this action but are retained to represent or advise a party to this action and
6 have appeared in this action on behalf of that party or are affiliated with a law firm
7 which has appeared on behalf of that party.

8 2.11 Party: Any party to this action, including all of its officers, directors,
9 employees, consultants, retained experts, and Outside Counsel of Record (and their
10 support staffs). For the purpose of this action, “party” or “parties” also includes
11 parties in interest, including the U.S. Government, the State of California, and Los
12 Angeles County.

13 2.12 Producing Party: A Party or Non-Party that produces Disclosure or
14 Discovery Material in this action.

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

19 2.14 Protected Material: Any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL”, including individually identifiable health
21 information/medical information.

22 2.15 Qualified Persons: The persons listed in Section 7.2 of this Order to
23 whom information marked “CONFIDENTIAL” may be disclosed.

24 2.16 Receiving Party: A Party that receives Disclosure or Discovery
25 Material from a Producing Party.

26 **3. SCOPE**

27 The protections conferred by this Stipulation and Protective Order cover not
28 only Protected Material (as defined above), but also (1) any information copied or

1 extracted from Protected Material; (2) all copies, excerpts, summaries, or
2 compilations of Protected Material; and (3) any testimony, conversations, or
3 presentations by Parties or their Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by a separate
5 agreement or order. This Order does not govern the use of Protected Material at
6 trial.

7 **4. DURATION**

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

16 **5. DESIGNATING PROTECTED MATERIAL**

17 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

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

25 Mass, indiscriminate, or routinized designations are prohibited. Designations
26 that are shown to be clearly unjustified or that have been made for an improper
27 purpose (e.g., to unnecessarily encumber the case development process or to impose
28 unnecessary expenses and burdens on other Parties) may expose the Designating

1 Party to sanctions.

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

5 5.2 Manner and Timing of Designations. Except as otherwise provided in
6 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
7 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
8 under this Order must be clearly so designated before the material is disclosed or
9 produced.

10 Designation in conformity with this Order requires the following:

11 (a) For information in documentary form (e.g., paper or electronic
12 documents, but excluding transcripts of depositions or other pretrial or trial
13 proceedings), designation requires that the Producing Party affix the legend
14 “CONFIDENTIAL” to the document.

15 A Party or Non-Party that makes original documents or materials available for
16 inspection need not designate them for protection until after the inspecting Party has
17 indicated which documents or material it would like copied and produced. During
18 the inspection and before the designation, all of the material made available for
19 inspection shall be deemed “CONFIDENTIAL”. After the inspecting Party has
20 identified the documents it wants copied and produced, the Producing Party must
21 determine which documents, or portions thereof, qualify for protection under this
22 Order. Then, before producing the specified documents, the Producing Party must
23 affix the “CONFIDENTIAL” legend to the documents.

24 (b) For testimony given in deposition or in other pretrial or trial
25 proceedings, designation requires that the Designating Party identify on the record,
26 before the close of the deposition, hearing, or other proceeding, all the testimony
27 believed to be protected by subject matter.

28 Within 30 days following receipt of the final transcript for the deposition,

1 hearing, or other proceeding, the Party or Non-Party that sponsors, offers, or gives
2 the testimony shall identify the specific by pages and line numbers the portions of
3 the testimony as to which protection applies. In such an instance, only those portions
4 of the testimony that are appropriately designated shall be covered by the provisions
5 of this Order. Transcript pages containing Protected Material must be separately
6 bound by the court reporter, who must affix to the top of each such page the legend
7 “CONFIDENTIAL” as instructed by the Party or Non-Party offering or sponsoring
8 the witness or presenting the testimony.

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

15 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
16 failure to designate qualified information or items does not, standing alone, waive
17 the Designating Party’s right to secure protection under this Order for such material.
18 Upon timely correction of a designation, the Receiving Party must make reasonable
19 efforts to assure that the material is treated in accordance with the provisions of this
20 Order. Moreover, any document containing individually identifiable health
21 information/ medical information shall be treated as Protected Material regardless
22 of whether or not such a designation is included in or on the document.

23 5.4 Effect of Designation. The designation of information as
24 “CONFIDENTIAL” pursuant to this Protective Order shall not be construed as an
25 admission of the relevance or confidentiality of such information in the action.

26 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

27 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
28 designation of Protected Material at any time that is consistent with the Court’s

1 Scheduling Order.

2 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
3 resolution process under Local Rule 37-1 et seq.

4 6.3 The burden of persuasion in any such challenge proceeding shall be on
5 the Designating Party. Frivolous challenges, and those made for an improper
6 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
7 parties) may expose the Challenging Party to sanctions. Unless the Designating
8 Party has waived or withdrawn the confidentiality designation, all Parties shall
9 continue to afford the material in question the level of protection to which it is
10 entitled under the Producing Party’s designation until the Court rules on the
11 challenge.

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

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

20 Protected Material must be stored and maintained by a Receiving Party at a
21 location and in a secure manner that ensures that access is limited to the persons
22 authorized under this Order. Qualified Persons shall take reasonable measures to
23 safeguard and maintain the confidentiality and security of Protected Material in
24 accordance with applicable law.

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

1 (a) the Receiving Party’s Outside Counsel of Record in this action and
2 their support staff, as well as any other employees or third-party vendors of said
3 Outside Counsel of Record to whom it is reasonably necessary to disclose the
4 information for this action and who have signed the “Acknowledgment and
5 Agreement to Be Bound” that is attached hereto as Exhibit A;

6 (b) the officers, directors, and employees (including House Counsel) of
7 the Receiving Party to whom disclosure is reasonably necessary for this litigation
8 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
9 A);

10 (c) Parties in interests, including the U.S. Government, the State of
11 California, and/or Los Angeles County;

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

15 (e) the Court and its personnel;

16 (f) court reporters and their staff, professional jury or trial consultants,
17 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary
18 for this litigation and who have signed the “Acknowledgment and Agreement to Be
19 Bound” (Exhibit A);

20 (g) any deponent, prospective witness, or trial witness where necessary to
21 the testimony of such witness, provided there is a reasonable basis to believe that
22 disclosure of the Protected Material to the witness will lead to relevant testimony or
23 the discovery of admissible evidence, and only to the extent that the witness authored
24 or received a copy of the Protected Material through legitimate means prior to being
25 presented the Protected Material by Counsel or had knowledge of the subject matter
26 described therein, and provided the witness has signed the “Acknowledgment and
27 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating
28 Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits

1 to depositions that reveal Protected Material must be separately bound by the court
2 reporter and may not be disclosed to anyone except as permitted under this Stipulated
3 Protective Order;

4 (h) the author or recipient of a document containing the information or a
5 custodian or other person who otherwise possessed or knew the information;

6 (i) mediators, arbitrators, or similar outside parties and their staffs
7 enlisted by all Parties to assist in the resolution of this matter; or

8 (j) any other person with the prior written consent of the Producing Party.

9 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
10 **PRODUCED IN OTHER LITIGATION**

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

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

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

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

22 If the Designating Party timely seeks a protective order, the Party served with
23 the subpoena or court order shall not produce any information designated in this
24 action as “CONFIDENTIAL” before a determination by the court from which the
25 subpoena or order issued, unless the Party has obtained the Designating Party’s
26 permission. The Designating Party shall bear the burden and expense of seeking
27 protection in that court of its Protected Material and nothing in these provisions
28 should be construed as authorizing or encouraging a Receiving Party in this action

1 to disobey a lawful directive from another court.

2 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
3 **PRODUCED IN THIS LITIGATION**

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

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

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

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

19 (3) make the information requested available for inspection by the
20 Non-Party.

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

1 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

10 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
11 **PROTECTED MATERIAL**

12 When a Producing Party learns that it inadvertently produced protected
13 material or material that is subject to a claim of privilege or other protection, the
14 Producing Party must notify the Receiving Party immediately. The obligations of
15 the Receiving Party are those set forth in [Federal Rule of Civil Procedure](#)
16 [26\(b\)\(5\)\(B\)](#), which are incorporated herein. Pursuant to Federal Rule of Evidence
17 502(d) and (e), the parties agree to, and the Court orders, protection of privileged
18 and otherwise Protected Material against claims of waiver, including as against third
19 parties and in other federal and state proceedings. However, the provisions of Rule
20 502(a) apply to the question of waiver in circumstances where a Party uses Protected
21 Material to support a claim or defense in a court filing, a court proceeding, or at a
22 deposition without a timely objection.

23 **12. MISCELLANEOUS**

24 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
25 person to seek its modification by the Court in the future.

26 12.2 Right to Assert Other Objections. By stipulating to the entry of this
27 Protective Order, no Party waives any right it otherwise would have to object to
28 disclosing or producing any information or item on any ground not addressed in this

1 Stipulated Protective Order. Similarly, no Party waives any right to object on any
2 ground to the use in evidence of any of the material covered by this Protective Order.
3 A Party has the right to bring before the Court at any time the question of whether
4 any particular information is relevant to the subject matter or issues involved in the
5 Action, and such right is hereby expressly reserved.

6 12.3 Filing Protected Material. Without written permission from the
7 Designating Party or a court order secured after appropriate notice to all interested
8 persons, a Party may not file in the public record in this action any Protected
9 Material. If a Party intends to file a document containing Protected Material in
10 connection with a discovery motion or discovery proceeding, sealing shall be sought
11 pursuant to the Court’s Local Rules, or the parties shall confer about the application
12 of redactions for a public filing. If a Party intends to file a document containing
13 Protected Material in connection with any court proceeding seeking adjudication of
14 matters other than discovery motions or proceedings, that Party shall file the
15 document in accordance with the procedures set forth in Civil Local Rule 79-5. No
16 Protected Material may be used in such a way (including lodging or filing) that
17 would permit it to become part of the public record without the Party who designated
18 and produced the Protected Material having an opportunity to move to seal the
19 Protected Material. The Party who received information designated as
20 “CONFIDENTIAL” shall cooperate in good faith with the Party who designated the
21 Protected Material in facilitating that Party’s attempt to obtain a court order sealing
22 the Protected Material.

23 **13. FINAL DISPOSITION**

24 Within 60 days after the final disposition of this action, as defined in Section
25 4 of the Stipulated Protective Order, each Receiving Party must return all Protected
26 Material to the Producing Party or destroy such material. As used in this subdivision,
27 “all Protected Material” includes all copies, abstracts, compilations, summaries, and
28 any other format reproducing or capturing any of the Protected Material. Whether

1 the Protected Material is returned or destroyed, the Receiving Party must submit a
2 written certification to the Producing Party (and, if not the same person or entity, to
3 the Designating Party) by the 60 day deadline that (1) identifies (by category, where
4 appropriate) all the Protected Material that was returned or destroyed, and (2) affirms
5 that the Receiving Party has not retained any unauthorized copies, abstracts,
6 compilations, summaries or any other format reproducing or capturing any of the
7 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
8 archival copy of all pleadings, motion papers, trial, deposition, and hearing
9 transcripts, legal memoranda, correspondence, investigation documentation,
10 deposition and trial exhibits, expert reports, attorney work product, and consultant
11 and expert work product, even if such materials contain Protected Material. Any
12 such archival copies that contain or constitute Protected Material remain subject to
13 this Protective Order as set forth in Section 4 (DURATION).

14 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

15 Dated: September 16, 2022

NICHOLS KASTER, LLP

16
17 /s/ *Rebekah Bailey*

18 _____
19 Rebekah Bailey

20 **LAW OFFICE OF ALICE CHANG**
21 Alice Chang

22 **DESAI LAW FIRM, P.C.**
23 Aashish Desai

24 *Attorneys for Plaintiff-Relators*

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

Dated: September 16, 2022

NELSON HARDIMAN LLP

/s/ Mark Hardiman

Mark Hardiman

Attorneys for Defendants

ORDER

GOOD CAUSE APPEARING, IT IS SO ORDERED.

Dated: September 19, 2022

/ s / Sagar

HONORABLE ALKA SAGAR
United States Magistrate Judge

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

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

Name: _____

Address: _____

Telephone: _____

Email: _____

I 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 September __, 2022 in the case of *United States of America ex rel. Justin Cheongsiatmoy, M.D., et al. v. University of Southern California, et al.*, Case No. 2:18-CV-08311-FSW (ASx). 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.

Executed under penalty of perjury under the laws of the United States in [City], [State].

[Name]