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13 *Counsel for Plaintiffs and the Putative Class*

14
 15 UNITED STATES DISTRICT COURT
 16 CENTRAL DISTRICT OF CALIFORNIA
 17 WESTERN DIVISION
 18

19 JANE DOE K.G., JANE DOE T.F.,
 20 JANE DOE B.S., and JANE DOE
 W.D., individually and on behalf of
 21 all others similarly situated,

22 Plaintiffs,

23 v.

24 PASADENA HOSPITAL
 25 ASSOCIATION, LTD., d/b/a/
 HUNTINGTON MEMORIAL
 26 HOSPITAL, THE MEDICAL
 STAFF OF HUNTINGTON
 27 MEMORIAL HOSPITAL, and
 PATRICK SUTTON,
 28 M.D.;

CASE NO.: 2:18-cv-08710-ODW
 (MAAx)

CLASS ACTION

**AMENDED STIPULATED
 PROTECTIVE ORDER**

Original Action Filed: 10/10/2018
 Trial Date: None Set

1
2 Defendants.

3
4 **1. A. PURPOSES AND LIMITATIONS**

5 Disclosure and discovery activity in this action are likely to involve
6 production of confidential, proprietary or private information for which special
7 protection from public disclosure and from use for any purpose other than
8 prosecuting this litigation may be warranted. Accordingly, the parties hereby
9 stipulate to and petition the Court to enter the following Stipulated Protective
10 Order. The parties acknowledge that this Stipulated Protective Order does not
11 confer blanket protections on all disclosures or responses to discovery and that the
12 protection it affords from public disclosure and use extends only to the limited
13 information or items that are entitled to confidential treatment under the applicable
14 legal principles. The parties further acknowledge, as set forth in Section 13.3
15 below, that this Stipulated Protective Order does not entitle them to file confidential
16 information under seal; Local Rule 79-5 sets forth the procedures that must be
17 followed and the standards that will be applied when a party seeks permission from
18 the Court to file material under seal. Discovery in this action is likely to involve
19 production of confidential, proprietary, or private information for which special
20 protection from public disclosure and from use for any purpose other than
21 prosecuting this litigation may be warranted.

22 **B. GOOD CAUSE STATEMENT**

23 This action may involve confidential trade secrets, financial, commercial,
24 business and/or proprietary information, and medical and personal information, for
25 which special protection from public disclosure and from use for any purpose other
26 than litigation of this action is warranted. Such confidential and proprietary
27 materials and information consist of, among other things, confidential business or
28 financial information, information regarding confidential business practices or other

1 confidential development or commercial information (including information
2 implicating privacy rights of third parties), private medical and personal
3 information otherwise generally unavailable to the public, or which may be
4 privileged or otherwise protected from disclosure under state or federal statutes,
5 court rules, case decisions, or common law. Accordingly, to expedite the flow of
6 information, to facilitate the prompt resolution of disputes over confidentiality of
7 discovery materials, to adequately protect information the parties are entitled to
8 keep confidential, to ensure that the parties are permitted reasonable necessary uses
9 of such material in preparation for and in the conduct of trial to address their
10 handling at the end of the litigation, and serve the ends of justice, a protective order
11 for such information is justified in this matter. It is the intent of the parties that
12 information will not be designated as confidential for tactical reasons and that
13 nothing be so designated without a good faith belief that it has been maintained in a
14 confidential, non-public manner, and there is good cause why it should not be part
15 of the public record of this case.

16 **C. FOR FILING UNDER SEAL**

17 The parties further acknowledge, as set forth in Section 12.3, below, that this
18 Stipulated Protective Order does not entitle them to file confidential information
19 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
20 and the standards that will be applied when a party seeks permission from the court
21 to file material under seal, except that as to Local Civil Rule 79-5.2.2(b) relating to
22 documents designated by another as confidential pursuant to a Protective Order.

23 There is a strong presumption that the public has a right of access to judicial
24 proceedings and records in civil cases. In connection with non-dispositive motions,
25 good cause must be shown to support a filing under seal. *See Kamakana v. City*
26 *and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen.*
27 *Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony*
28 *Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective

1 orders require good cause showing), and a specific showing of good cause or
2 compelling reasons with proper evidentiary support and legal justification, must be
3 made with respect to Protected Material that a party seeks to file under seal. The
4 parties' mere designation of Disclosure or Discovery Material as CONFIDENTIAL
5 does not—without the submission of competent evidence by declaration,
6 establishing that the material sought to be filed under seal qualifies as confidential,
7 privileged, or otherwise protectable—constitute good cause.

8 Further, if a party requests sealing related to a dispositive motion or trial,
9 then compelling reasons, not only good cause, for the sealing must be shown, and
10 the relief sought shall be narrowly tailored to serve the specific interest to be
11 protected. *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir.
12 2010). For each item or type of information, document, or thing sought to be filed
13 or introduced under seal in connection with a dispositive motion or trial, the party
14 seeking protection must articulate compelling reasons, supported by specific facts
15 and legal justification, for the requested sealing order. Again, competent evidence
16 supporting the application to file documents under seal must be provided by
17 declaration.

18 Any document that is not confidential, privileged, or otherwise protectable in
19 its entirety will not be filed under seal if the confidential portions can be redacted.
20 If documents can be redacted, then a redacted version for public viewing, omitting
21 only the confidential, privileged, or otherwise protectable portions of the document,
22 shall be filed. Any application that seeks to file documents under seal in their
23 entirety should include an explanation of why redaction is not feasible.

24 **2. DEFINITIONS**

25 1. Action: *Jane Doe K.G. et al. v. Pasadena Hospital Association et al.*,
26 United States District Court for the Central District of California, Case No.
27 2:18-cv-08710.

28 2. Challenging Party: a Party or Non-Party that challenges the designation

1 of information or items under this Stipulated Protective Order.

2 3. Court: the Honorable Otis D. Wright, or any other judge to which this
3 Action may be assigned, including Court staff participating in such proceedings.

4 4. “CONFIDENTIAL” Information or Items: information (regardless of how
5 it is generated, stored or maintained) or tangible things that qualify for protection
6 under Federal Rule of Civil Procedure 26(c) and other applicable laws, and is
7 designated as such in accordance with the provisions of this Stipulated Protective
8 Order, including but not limited to the name, address, e-mail address, telephone
9 number, social security number, and other personal identifying information of
10 Plaintiffs and other patients of one or more Defendants that reveal identity,
11 financial information, medical information, insurance information, and any other
12 information believed in good faith by the Designating Party to be subject to
13 protection from disclosure by a person’s right of privacy under applicable privacy
14 laws.

15 5. Counsel: Counsel of Record, inclusive of support staff.

16 6. 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 7. Disclosure or Discovery Material: all items or information, regardless of
20 the medium or manner in which the items or information are generated, stored, or
21 maintained (including, among other things, testimony, transcripts, and tangible
22 things), that are produced or generated in disclosures or responses to discovery in
23 this matter.

24 8. 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 9. Non-Party: any natural person, partnership, corporation, association
28 or other legal entity not named as a Party to this action.

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

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

8 12. Producing Party: a Party or Non-Party that produces Disclosure or
9 Discovery Material in this Action.

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

14 14. Protected Material: any Disclosure or Discovery Material that is
15 designated as “CONFIDENTIAL.”

16 15. Receiving Party: a Party that receives Disclosure or Discovery Material
17 from a Producing Party.

18 **3. SCOPE**

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

24 Any use of Protected Material at trial shall be governed by the orders of the
25 trial judge. This Stipulated Protective Order does not govern the use of Protected
26 Material at trial.

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1 **4. DURATION**

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

11 **5. DESIGNATING PROTECTED MATERIAL**

12 5.1. Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

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1 5.2. Manner and Timing of Designations.

2 Except as otherwise provided in this Stipulated Protective Order (see, e.g.,
3 Section 5.2(a) thru (c) below), or as otherwise stipulated or ordered, Disclosure or
4 Discovery Material that qualifies for protection under this Stipulated Protective
5 Order must be clearly so designated before the material is disclosed or produced, as
6 follows:

7 (a). for information in documentary form (e.g., paper or electronic
8 documents, but excluding transcripts of depositions or other pretrial or trial
9 proceedings), that the Producing Party affix at a minimum, the legend
10 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page
11 that contains protected material. If only a portion or portions of the material
12 on a page qualifies for protection, the Producing Party also must clearly
13 identify the protected portion(s) (e.g., by making appropriate markings in the
14 margins).

15 A Party or Non-Party that makes original documents available for
16 inspection need not designate them for protection until after the inspecting
17 Party has indicated which documents it would like copied and produced.
18 During the inspection and before the designation, all of the material made
19 available for inspection shall be deemed “CONFIDENTIAL.” After the
20 inspecting Party has identified the documents it wants copied and produced,
21 the Producing Party must determine which documents, or portions thereof,
22 qualify for protection under this Stipulated Protective Order. Then, before
23 producing the specified documents, the Producing Party must affix the
24 legend, “CONFIDENTIAL,” to each page that contains Protected Material.
25 If only a portion or portions of the material on a page qualifies for protection,
26 the Producing Party also must clearly identify the protected portion(s) (e.g.,
27 by making appropriate markings in the margins).

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1 (b). for testimony given in depositions, that the Designating Party,
2 prior to the conclusion of a deposition, designate whether the testimony
3 given is Confidential in its entirety or if portions thereof are so designated,
4 and if only portions are so designated, identify those portions. If the entirety
5 of the testimony is designated as Confidential, the designating party shall
6 have the right to identify more specific portions of the Testimony as to which
7 protection is sought within thirty (30) days following receipt of the
8 deposition transcript.

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

15 5.3. Inadvertent Failures to Designate

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

22 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

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1 6.2. Meet and Confer. The Challenging Party shall initiate the dispute
2 resolution process, which shall comply with Local Rule 37-1 et seq., and with
3 Section 4 of Judge Audero’s Procedures (Mandatory Telephonic Conference for
4 Discovery Disputes”).¹

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

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

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

21 Protected Material must be stored and maintained by a Receiving Party at a
22 location and in a secure manner that ensures that access is limited to the persons
23 authorized under this Stipulated Protective Order.

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

27 ¹ Judge Audero’s Procedures are available at
28 <https://www.cacd.uscourts.gov/honorable-maria-audero>

- 1 (a). attorneys of record in the Proceedings and their affiliated
2 attorneys, paralegals, clerical and secretarial staff employed by such
3 attorneys and are not employees of any Party;
- 4 (b). outside counsel of record in this Action, as
5 well as employees of said outside counsel of record to whom it is
6 reasonably necessary to disclose the information for this Action;
- 7 (c). those Parties, including officers, directors, employees, insurance
8 carriers to whom disclosure is reasonably necessary for this Action;
- 9 (d). experts (as defined in this Stipulated Protective Order) of to whom
10 disclosure is reasonably necessary for this Action and who have signed
11 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 12 (d). the Court and its personnel;
- 13 (e). court reporters and their staff;
- 14 (f). professional jury or trial consultants, mock jurors, and Professional
15 Vendors to whom disclosure is reasonably necessary for this Action
16 and who have signed the “Acknowledgment and Agreement to Be
17 Bound” (Exhibit A);
- 18 (g). the author or recipient of a document containing the information or
19 a custodian or other person who otherwise possessed or knew the
20 information;
- 21 (h). during their depositions, witnesses, and attorneys for witnesses, in
22 the Action to whom disclosure is reasonably necessary , provided: (1)
23 the deposing party requests that the witness sign the form attached as
24 Exhibit A hereto; and (2) they will not be permitted to keep any
25 confidential information unless they sign Exhibit A, except otherwise
26 agreed by the Designating Party or ordered by the Court. Pages of
27 transcribed deposition testimony or exhibits to depositions that reveal
28 Protected Material must be separately bound by the court reporter and

1 may not be disclosed to anyone except as permitted under this
2 Stipulated Protective Order; and
3 (i). any mediator or settlement officer, and their supporting personnel,
4 mutually agreed upon by any of the parties engaged in settlement
5 discussions.

6 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
7 **PRODUCED IN OTHER LITIGATION**

8 If a Party is served with a subpoena or a court order issued in other litigation
9 that compels disclosure of any information or items designated in this Action as
10 “CONFIDENTIAL,” that Party must: 1) promptly notify in writing the Designating
11 Party. Such notification shall include a copy of the subpoena or court order; 2)
12 promptly notify in writing the party who caused the subpoena or order to issue in
13 the other litigation that some or all of the material covered by the subpoena or order
14 is subject to this Stipulated Protective Order. Such notification shall include a copy
15 of this Stipulated Protective Order; and 3) cooperate with respect to all reasonable
16 procedures sought to be pursued by the Designating Party whose Protected Material
17 may be affected.

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

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1 **9. PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS**
2 **LITIGATION BY A NON-PARTY**

3
4 9.1 Application.

5 The terms of this Stipulated Protective Order are applicable to
6 information produced by a Nonparty in this Action and designated as
7 “CONFIDENTIAL.” Such information produced by Nonparties in
8 connection with this litigation is protected by the remedies and relief
9 provided by this Stipulated Protective Order. Nothing in these
10 provisions should be construed as prohibiting a Nonparty from seeking
11 additional protections.

12 9.2 Notification.

13 In the event that a Party is required, by a valid discovery
14 request, to produce a Nonparty’s confidential information in its
15 possession, and the Party is subject to an agreement with the Nonparty
16 not to produce the Nonparty’s confidential information, then the Party
17 shall:

- 18 (a) Promptly notify in writing the Requesting Party and the
19 Nonparty that some or all of the information requested is subject
20 to a confidentiality agreement with a Nonparty;
- 21 (b) Promptly provide the Nonparty with a copy of the Stipulated
22 Protective Order in this Action, the relevant discovery
23 request(s), and a reasonably specific description of the
24 information requested; and
- 25 (c) Make the information requested available for inspection by the
26 Nonparty, if requested.

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1 9.3. Conditions of Production.

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

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

13 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
14 Protected Material to any person or in any circumstance not authorized under this
15 Stipulated Protective Order, the Receiving Party must immediately: 1) notify in
16 writing the Designating Party of the unauthorized disclosures; 2) use its best efforts
17 to retrieve all unauthorized copies of the Protected Material; 3) inform the person or
18 persons to whom unauthorized disclosures were made of all the terms of this
19 Stipulated Protective Order; and 4) request such person or persons to execute the
20 “Acknowledgment and Agreement to Be Bound” form, attached hereto as Exhibit
21 A.

22 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
23 **PROTECTED MATERIAL**

24 When a Producing Party gives notice to Receiving Parties that certain
25 inadvertently produced material is subject to a claim of privilege or other
26 protection, the obligations of the Receiving Parties are those set forth in Federal
27 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
28 whatever procedure may be established in an e-discovery order that provides for

1 production without prior privilege review. Pursuant to Federal Rule of Evidence
2 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
3 of a communication or information covered by the attorney-client privilege or work
4 product protection, the parties may incorporate their agreement in a stipulated
5 protective order submitted to the Court.

6 **12. MISCELLANEOUS**

7 12.1. Right to Further Relief. Nothing in this Stipulated Protective Order
8 abridges the right of any person to seek its modification by the Court in the future.

9 12.2. Right to Assert Other Objections. By stipulating to the entry of this
10 Stipulated Protective Order, no Party waives any right it otherwise would have to
11 object to disclosing or producing any information or item on any ground not
12 addressed in this Stipulated Protective Order. Similarly, no Party waives any right
13 to object on any ground to use in evidence of any of the material covered by this
14 Stipulated Protective Order.

15 12.3. Filing Protected Material. A Party that seeks to file under seal any
16 Protected Material must comply with Local Civil Rule 79-5. Protected Material
17 may only be filed under seal pursuant to a court order authorizing the sealing of the
18 specific Protected Material at issue. If a Party's request to file Protected Material
19 under seal is denied by the Court, then the Receiving Party may file the information
20 in the public record unless otherwise instructed by the Court.

21 **13. FINAL DISPOSITION**

22 After the final disposition of this Action, as defined in paragraph 4, within
23 sixty (60) days of a written request by the Designating Party, each Receiving Party
24 must return all Protected Material to the Producing Party or destroy such material.
25 As used in this subdivision, "all Protected Material" includes all copies, abstracts,
26 compilations, summaries, and any other format reproducing or capturing any of the
27 Protected Material. Whether the Protected Material is returned or destroyed, the
28 Receiving Party must submit a written certification to the Producing Party (and, if

1 not the same person or entity, to the Designating Party) by the sixty-day deadline
2 that (1) identifies (by category, where appropriate) all the Protected Material that
3 was returned or destroyed and (2) affirms that the Receiving Party has not retained
4 any copies, abstracts, compilations, summaries or any other format reproducing or
5 capturing any of the Protected Material.

6 Notwithstanding this provision, Counsel are entitled to retain an archival
7 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
8 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
9 work product, and consultant and expert work product, even if such materials
10 contain Protected Material. Any such archival copies that contain or constitute
11 Protected Material remain subject to this Stipulated Protective Order as set forth in
12 Section 4 (DURATION).

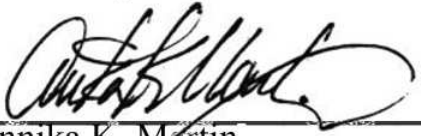
13 **14. VIOLATION**

14 Any violation of this Stipulated Order may be punished by any and all
15 appropriate measures including, without limitation, contempt proceedings and/or
16 monetary sanctions.

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19 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

20
21 DATED: October 9, 2020

LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP

22
23
24 By: 
25 Annika K. Martin
26 Christopher E. Coleman
27 Attorneys for PLAINTIFFS and
28 PUTATIVE CLASS and on behalf of
All Other Plaintiffs' Counsel of Record

1 DATED: October 12, 2020

TAYLOR DEMARCO LLP

2

3

By: 

4

N. Denise Taylor
Cherie L. Licurance
Attorneys for Defendant, PASADENA
HOSPITAL ASSOCIATION, LTD.,
d/b/a/ HUNTINGTON MEMORIAL
HOSPITAL

5

6

7

DATED: October , 2020

LAW + BRANDMEYER

8

9

By: _____

10

Yuk K. Law
Zachary Schwake
Attorneys for Defendant, PATRICK
SUTTON, M.D.

11

12

DATED: October , 2020

LEWIS BRISBOIS BISGAARD &
SMITH, LLP

13

14

15

By: _____

16

Marilyn Moriarty
Katherine Weadock
Attorneys for Defendant, THE
MEDICAL STAFF OF HUNTINGTON
MEMORIAL HOSPITAL _____

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20 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

21

22 DATED: October ____, 2020

23

24

Maria A. Audero
United States Magistrate Judge

25

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1 DATED: October __, 2020

TAYLOR DEMARCO LLP

2

3

By: _____

4

N. Denise Taylor
Cherie L. Lieurance
Attorneys for Defendant, PASADENA
HOSPITAL ASSOCIATION, LTD.,
d/b/a/ HUNTINGTON MEMORIAL
HOSPITAL

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DATED: October 12, 2020

LAW + BRANDMEYER

8

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By:  _____

10

Yuk K. Law
Zachary Schwake
Attorneys for Defendant, PATRICK
SUTTON, M.D.

11

12

DATED: October , 2020

LEWIS BRISBOIS BISGAARD &
SMITH, LLP

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By: _____

16

Marilyn Moriarty
Katherine Weadock
Attorneys for Defendant, THE
MEDICAL STAFF OF HUNTINGTON
MEMORIAL HOSPITAL _____

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20 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

21

22 DATED: October __, 2020

23

24

Maria A. Audero
United States Magistrate Judge

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27

28

1 DATED: October __, 2020

TAYLOR DEMARCO LLP

2

3

By: _____

4

N. Denise Taylor
Cherie L. Lieurance
Attorneys for Defendant, PASADENA
HOSPITAL ASSOCIATION, LTD.,
d/b/a/ HUNTINGTON MEMORIAL
HOSPITAL

5

6

7

DATED: October , 2020

LAW + BRANDMEYER

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By: _____

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Yuk K. Law
Zachary Schwake
Attorneys for Defendant, PATRICK
SUTTON, M.D.

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DATED: October 9, 2020

LEWIS BRISBOIS BISGAARD &
SMITH, LLP

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By:  _____

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Marilyn Moriarty
Katherine Weadock
Attorneys for Defendant, THE
MEDICAL STAFF OF HUNTINGTON
MEMORIAL HOSPITAL _____

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20 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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22 DATED: October 13, 2020



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Maria A. Audero
United States Magistrate Judge

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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 Jane Doe K.G. et al. v. Pasadena Hospital Association, Ltd., et al., case
number 18cv08710. 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 Stipulated Protective 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 this ___ day (specify day) of _____ (specify month), 202_ (specify
year)

Printed name: _____

Signature: _____

1 **CERTIFICATE OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the
4 age of 18 and not a party to the within action; my business address is 1000 Wilshire
5 Boulevard, Suite 600, Los Angeles, California 90017-2463.

6 On October 12, 2020, I served the foregoing document described as

7 **AMENDED STIPULATED PROTECTIVE ORDER**

8 on interested parties in this action by placing a true and correct copy thereof enclosed
9 in a sealed envelope addressed as follows:

10 **SEE ATTACHED SERVICE LIST**


11 **(BY ELECTRONIC MAIL)** I served by electronic mail, a true copy of the
12 above-described document. I am "readily familiar" with this firm's practice of
13 processing correspondence/documents by electronic mail. Under that practice
14 documents are emailed and are processed and received simultaneously at their
15 destination. The above-referenced document(s) was emailed directed to each
16 party (using their email address), listed on the attached Service List. Once the
document has been transmitted, an email confirmation / receipt is returned to
this office indicating time of completion.

17 **(State)** I declare under penalty of perjury under the laws of the State of
18 California that the above is true and correct.

19 **(Federal)** I declare that I am employed in the office of a member of the bar of
20 this court at whose direction the service was made. I declare under
21 penalty of perjury that the above is true and correct.

22 Executed on October 12, 2020, at Los Angeles, California.

23
24 Anna Feygin
25 Type or Print Name


Signature

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SERVICE LIST

Re: Jane Doe K.G, et al. v. Pasadena Hospital Association, Ltd. et al.
Case No: 2:18-cv-08710-ODW-(MAAx)

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