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ROBINS KAPLAN LLP
ATTORNEYS AT LAW
LOS ANGELES

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Premera Blue Cross,
Plaintiff,
v.
Cari Passmore,
Defendant.

Case No. 2:19-cv-07169 GW (SSx)
STIPULATED PROTECTIVE ORDER
[Discovery Document: Referred to Magistrate Judge Suzanne H. Segal]

1. A. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this Action are likely to involve production of confidential, proprietary or private information, including Protected Health 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 to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all Disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3,

1 below, that this Stipulated Protective Order does not entitle them to file confidential
2 information under seal; Local Civil Rule 79-5 sets forth the procedures that must be
3 followed and the standards that will be applied when a party seeks permission from
4 the court to file material under seal.

5 B. GOOD CAUSE STATEMENT

6 This Action is likely to involve Protected Health Information, trade secrets,
7 customer and pricing lists and other valuable research, development, commercial,
8 financial, technical and/or proprietary or sensitive information for which special
9 protection from public disclosure and from use for any purpose other than
10 prosecution of this Action is warranted. Such confidential and proprietary materials
11 and information consist of, among other things, confidential business or financial
12 information, information regarding confidential business practices, or other
13 confidential research, development, or commercial information (including
14 information implicating privacy rights of third parties), employee records and
15 personnel files, patient medical records and related health information, or
16 information otherwise generally unavailable to the public, or which may be
17 privileged or otherwise protected from Disclosure under state or federal statutes,
18 court rules, case decisions, or common law. Accordingly, to expedite the flow of
19 information, to facilitate the prompt resolution of disputes over confidentiality of
20 Discovery Materials, to adequately protect information the parties are entitled to and
21 are obligated to keep confidential, to ensure that the parties are permitted reasonable
22 necessary uses of such material in preparation for and in the conduct of trial, to
23 address their handling at the end of the litigation, and serve the ends of justice, a
24 protective order for such information is justified in this matter. It is the intent of the
25 parties that information will not be designated as confidential for tactical reasons
26 and that nothing be so designated without a good faith belief that it has been
27 maintained in a confidential, non-public manner, and there is good cause why it
28 should not be part of the public record of this case.

1 2. DEFINITIONS

2 2.1 Action: this pending federal lawsuit, Premera Blue Cross v. Cari
3 Passmore, Case No. 2:19-cv-07169-GW-SS.

4 2.2 Challenging Party: a Party or Non-Party that challenges the designation
5 of information or items under this Order.

6 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
7 how it is generated, stored or maintained) or tangible things that qualify for
8 protection under Federal Rule of Civil Procedure 26(c).

9 2.4 Counsel (without qualifier): Outside Counsel of Record and House
10 Counsel (as well as their support staff).

11 2.5 Covered Entity: “Covered Entity” shall have the same definition set
12 forth in 45 C.F.R. § 160.103.

13 2.6 Designating Party: a Party or Non-Party that designates information or
14 items that it produces in Disclosures or in responses to discovery as
15 “CONFIDENTIAL” OR “PROTECTED HEALTH INFORMATION.”

16 2.7 Disclosure or Discovery Material: all items or information, regardless
17 of the medium or manner in which it is generated, stored, or maintained (including,
18 among other things, testimony, transcripts, and tangible things), that are produced or
19 generated in disclosures or responses to discovery in this matter.

20 2.8 Expert: a person with specialized knowledge or experience in a matter
21 pertinent to the litigation who has been retained by a Party or its Counsel to serve as
22 an expert witness or as a consultant in this Action.

23 2.9 House Counsel: attorneys who are employees of a Party to this and
24 whose regular job responsibilities include the provision of legal advice or services to
25 the Party. House Counsel does not include Outside Counsel of Record or any other
26 outside counsel.

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 2.11 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 which has appeared on behalf of that Party.

5 2.12 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 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
9 Discovery Material in this Action.

10 2.14 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 2.15 Protected Material: any Disclosure or Discovery Material that is
15 designated as “CONFIDENTIAL” or “PROTECTED HEALTH INFORMATION.”

16 2.16 Protected Health Information: has the same scope and definition as set
17 forth in 45 C.F.R. § 160.103 as well as any individual health information protected
18 by state or federal law. Without limiting the generality of the foregoing, Protected
19 Health Information includes, but is not limited to, health information, including
20 demographic information, relating to: the past, present, or future physical or mental
21 health or condition of an individual; the provision of health care to an individual; or
22 the past, present, or future payment for the provision of health care to an individual,
23 which identifies or reasonably could be expected to identify the individual. It also
24 includes, but is not limited to, medical bills, claims forms, charges sheets, medical
25 records, medical charts, test results, notes, dictation, invoices, itemized billing
26 statements, remittance advice forms, explanation of benefits, checks, notices, and
27 requests, and includes all notes, summaries, compilations, extracts, abstracts, or oral
28 communications that are based on or derived from Protected Health Information,

1 regardless of form or format. Protected Health Information also includes
2 information that contains the following identifiers of a patient/insured/member or of
3 a relative, employer, or household member of a patient/insured/member, to the
4 extent it is linked to Protected Health Information as defined in 45 C.F.R. § 160.103:

- 5 • names;
- 6 • all geographic subdivisions smaller than a State, including street
7 address, city, county, precinct, and zip code;
- 8 • all elements of dates (except year) for dates directly related to an
9 individual, including birth date, admission date, discharge date, age,
10 and date of death;
- 11 • telephone numbers;
- 12 • fax numbers;
- 13 • electronic mail addresses;
- 14 • social security numbers;
- 15 • medical record numbers;
- 16 • health plan beneficiary numbers;
- 17 • account numbers;
- 18 • certificate/license numbers;
- 19 • vehicle identifiers and serial numbers, including license plate numbers;
- 20 • device identifiers and serial numbers;
- 21 • web universal resource locators (“URLs”);
- 22 • internet protocol (“IP”) address numbers;
- 23 • biometric identifiers, including finger and voice prints;
- 24 • full face photographic images and any comparable images;
- 25 • any other unique identifying number, characteristic, or code; and
- 26 • any other information that the Producing Party knows could be used
27 alone or in combination with other information to identify an individual
28 who is the subject of the information.

1 2.17 Receiving Party: a Party to this Action and/or any Non-Party receiving
2 or viewing Confidential Information or Protected Health Information in connection
3 with this Action.

4 3. SCOPE

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

12 4. DURATION

13 Even after final disposition of this litigation, the confidentiality obligations
14 imposed by this Order shall remain in effect until a Designating Party agrees
15 otherwise in writing or a court order otherwise directs. Final disposition shall be
16 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
17 or without prejudice; and (2) final judgment herein after the completion and
18 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
19 including the time limits for filing any motions or applications for extension of time
20 pursuant to applicable law. Information designated as “PROTECTED HEALTH
21 INFORMATION” used or introduced as an exhibit at trial shall not become public
22 and will not be available to members of the public.

23 5. DESIGNATING PROTECTED MATERIAL

24 5.1 Exercise of Restraint and Care in Designating Material for Protection.
25 Each Party or Non-Party that designates information or items for protection under
26 this Order must take care to limit any such designation to specific material that
27 qualifies under the appropriate standards. The Designating Party must designate for
28 protection only those parts of material, documents, items or oral or written

1 communications that qualify so that other portions of the material, documents, items
2 or communications for which protection is not warranted are not swept unjustifiably
3 within the ambit of this Order.

4 Mass, indiscriminate or routinized designations are prohibited. Designations
5 that are shown to be clearly unjustified or that have been made for an improper
6 purpose (e.g., to unnecessarily encumber or retard the case development process or
7 to impose unnecessary expenses and burdens on other parties) expose the
8 Designating Party to sanctions.

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

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

17 Designation in conformity with this Order requires:

18 (a) for information in documentary form (e.g., paper or electronic
19 documents, but excluding transcripts of depositions or other pretrial or trial
20 proceedings), that the Producing Party affix the legend "CONFIDENTIAL" OR
21 "PROTECTED HEALTH INFORMATION," to each page that contains Protected
22 Material. If only a portion or portions of the material on a page qualifies for
23 protection, the Producing Party also must clearly identify the protected portion(s)
24 (e.g., by making appropriate markings in the margins).

25 A Party or Non-Party that makes original documents or materials available for
26 inspection need not designate them for protection until after the inspecting Party has
27 indicated which material it would like copied and produced. During the inspection
28 and before the designation, all of the material made available for inspection shall be

1 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
2 documents it wants copied and produced, the Producing Party must determine which
3 documents, or portions thereof, qualify for protection under this Order. Then, before
4 producing the specified documents, the Producing Party must affix the
5 “CONFIDENTIAL” legend to each page that contains Protected Material. If only a
6 portion or portions of the material on a page qualifies for protection, the Producing
7 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
8 markings in the margins).

9 (b) for testimony given in deposition or in other pretrial or trial
10 proceedings, that the Designating Party identify within a period of thirty (30) days
11 after said deposition, all protected testimony. During this 30-day period, the
12 deposition testimony will be treated as presumptively Confidential. Any portion of
13 the testimony not so designated before the end of this period shall be deemed non-
14 Confidential.

15 Any party intending to use Confidential Information or Protected Health
16 Information at a deposition may seek to exclude from the deposition room any
17 person not entitled to receive or view such information. To the extent feasible, the
18 parties shall meet and confer regarding such exclusion at a time reasonably in
19 advance of the relevant questioning.

20 (c) for information produced in some form other than documentary
21 and for any other tangible items, that the Producing Party affix in a prominent place
22 on the exterior of the container or containers in which the information is stored the
23 legend “CONFIDENTIAL” or “PROTECTED HEALTH INFORMATION.” If only
24 a portion or portions of the information or item warrant protection, the Producing
25 Party, to the extent practicable, shall identify the protected portion(s).

26 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
27 failure to designate qualified information or items does not, standing alone, waive
28 the Designating Party’s right to secure protection under this Order for such material.

1 Upon timely correction of a designation, the Receiving Party must make reasonable
2 efforts to assure that the material is treated in accordance with the provisions of this
3 Order.

4 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

8 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
9 resolution process under Local Rule 37.1 et seq.

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

18 7. ACCESS TO AND USE OF PROTECTED MATERIAL

19 7.1 Basic Principles. A Receiving Party may use Protected Material that is
20 disclosed or produced by another Party or by a Non-Party in connection with this
21 Action only for prosecuting, defending, or attempting to settle this litigation. Such
22 Protected Material may be disclosed only to the categories of persons and under the
23 conditions described in this Order. When the Action has been terminated, a
24 Receiving Party must comply with the provisions of section 13 below (FINAL
25 DISPOSITION).

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

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

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

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

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

(d) the court and its personnel;

(e) court reporters and their staff;

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

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

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound”

1 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the
2 court. Pages of transcribed deposition testimony or exhibits to depositions that
3 reveal Protected Material may be separately bound by the court reporter and may
4 not be disclosed to anyone except as permitted under this Stipulated Protective
5 Order; and

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

9 7.3 Disclosure, Production, or Use of “PROTECTED HEALTH
10 INFORMATION” Information or Items. These paragraphs are in addition to the
11 requirements discussed above. In the event that this provision conflicts with any
12 other provision in this Protective Order, regarding the disclosure, production, or use
13 of Protected Health Information, this provision shall govern:

14 (a) In accordance with the requirements of the regulations
15 promulgated under the Health Insurance Portability and Accountability Act of 1996
16 (“HIPAA”) (*see* Pub. L. 104-191, 110 Stat. 1936), specifically 45 C.F.R.
17 § 164.512(e)(1)(ii)(B) and § 164.512(e)(1)(v)-(vi), the Court hereby institutes this
18 Protective Order as a HIPAA Qualified Protective Order as that term is defined in
19 these statutes and regulations.

20 (b) The Parties are authorized through discovery to request and
21 subpoena Protected Health Information from the Parties and other HIPAA Covered
22 Entities. The Parties (and Non-Parties, including Covered Entities, providing
23 discovery pursuant to subpoenas from the Parties) are authorized to provide
24 discovery as described herein, to the extent such information is otherwise
25 discoverable. Accordingly, the Parties (and Non-Parties, including Covered Entities,
26 providing discovery pursuant to subpoenas from the Parties) may produce Protected
27 Health Information without consent of the patient or his or her legal representative
28 and without providing notice to the patient.

1 (c) The Parties also seek to ensure that any person who receives and
2 stores Protected Health Information in connection with this litigation will develop,
3 implement, maintain, and use appropriate administrative, technical, and physical
4 safeguards to preserve the privacy, integrity, and confidentiality of any Protected
5 Health Information, and to prevent unpermitted use or disclosure of any Protected
6 Health Information they may receive from any person in connection with this
7 Action. Protected Health Information will be destroyed pursuant to the below
8 provisions.

9 (d) The Parties shall not file documents containing Protected Health
10 Information or submit such documents to the Court, or reproduce their contents in
11 any filing, unless all Protected Health Information has been removed, redacted, or
12 de-identified in compliance with HIPAA. Each Party has an independent obligation
13 to review material that it plans to file with the Court to ensure that any Protected
14 Health Information is protected as required by this Protective Order.

15 (e) Nothing contained in this Protective Order authorizes the Parties
16 to obtain medical records or information through means other than formal discovery
17 requests, subpoenas, depositions, patient authorizations, or attorney-client
18 communications. Moreover, the Parties may seek additional protection from the
19 Disclosure and use of any documents and information for which they believe this
20 Protective Order does not provide adequate protection or with respect to documents
21 and information they believe are not subject to Disclosure pursuant to applicable
22 statutes, rules, regulations or other applicable law.

23 (f) Discovery in this case may involve the production of Protected
24 Health Information relating to individuals who are not currently Parties to this
25 Action. In order to protect patient privacy, no Party shall, without prior leave from
26 Court, use, rely on, or disclose Protected Health Information produced by other
27 Parties in order to contact any patient, former patient, or other individual not
28 represented by counsel. Such communications, if specifically authorized by the

1 Court, shall be only in writing, with copies to all Parties, and shall be treated as
2 Protected Health Information to the extent their contents or the identity of the
3 individual contacted reveal any information related to any individual's Protected
4 Health Information. This provision does not prohibit any Party from contacting any
5 individual based on information in that Party's possession, custody or control.

6 (g) In the event that the Receiving Party, including any Expert or
7 consultant of the Receiving Party, inadvertently discloses Protected Health
8 Information, triggering a reportable event, the Receiving Party shall indemnify and
9 hold harmless the Producing Party as it relates to such inadvertent Disclosure and
10 any related reporting.

11 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
12 IN OTHER LITIGATION

13 If a Party is served with a subpoena or a court order issued in other litigation
14 that compels Disclosure of any information or items designated in this Action as
15 "CONFIDENTIAL" or "PROTECTED HEALTH INFORMATION," that Party
16 must:

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

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

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

25 If the Designating Party timely seeks a protective order, the Party served with
26 the subpoena or court order shall not produce any information designated in this
27 Action as "CONFIDENTIAL" or "PROTECTED HEALTH INFORMATION" before
28 a determination by the court from which the subpoena or order issued, unless the Party

1 has obtained the Designating Party’s permission. The Designating Party shall bear the
2 burden and expense of seeking protection in that court of its confidential material and
3 nothing in these provisions should be construed as authorizing or encouraging a
4 Receiving Party in this Action to disobey a lawful directive from another court.

5 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
6 PRODUCED IN THIS LITIGATION

7 (a) The terms of this Order are applicable to information produced
8 by a Non-Party in this Action and designated as “CONFIDENTIAL” or
9 “PROTECTED HEALTH INFORMATION.” Such information produced by Non-
10 Parties in connection with this litigation is protected by the remedies and relief
11 provided by this Order. Nothing in these provisions should be construed as
12 prohibiting a Non-Party from seeking additional protections.

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

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

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

23 (3) make the information requested available for inspection by the
24 Non-Party.

25 (c) If the Non-Party fails to object or seek a protective order from
26 this court within 14 days of receiving the notice and accompanying information, the
27 Receiving Party may produce the Non-Party’s confidential information responsive
28 to the discovery request. If the Non-Party timely seeks a protective order, the

1 Receiving Party shall not produce any information in its possession or control that is
2 subject to the confidentiality agreement with the Non-Party before a determination
3 by the court. Absent a court order to the contrary, the Non-Party shall bear the
4 burden and expense of seeking protection in this court of its Protected Material.

5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

14 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
15 PROTECTED MATERIAL

16 When a Producing Party gives notice to Receiving Parties that certain
17 inadvertently produced material is subject to a claim of privilege or other protection,
18 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
19 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
20 may be established in an e-discovery order that provides for production without
21 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar
22 as the Parties reach an agreement on the effect of Disclosure of a communication or
23 information covered by the attorney-client privilege or work product protection, the
24 Parties may incorporate their agreement in the stipulated protective order submitted
25 to the court.

26 12. MISCELLANEOUS

27 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
28 person to seek its modification by the court in the future.

1 12.2 Right to Assert Other Objections. By stipulating 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 on any ground not addressed in this
4 Stipulated Protective Order. Similarly, no Party waives any right to object on any
5 ground to use in evidence of any of the material covered by this Protective Order.

6 12.3 Filing Protected Material: A Party that seeks to file under seal any
7 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
8 only be filed under seal pursuant to a court order authorizing the sealing of the
9 specific Protected Material at issue. If a Receiving Party's request to file Protected
10 Material under seal is denied by the court, then the Receiving Party may file the
11 information in the public record unless otherwise instructed by the court.

12 13. FINAL DISPOSITION

13 Within 60 days after the final disposition of this Action by settlement or
14 exhaustion of all appeals, each Receiving Party must return all Protected Material to
15 the Producing Party or destroy such material. As used in this subdivision, "all
16 Protected Material" includes all copies, abstracts, compilations, summaries, and any
17 other format reproducing or capturing any of the Protected Material. Whether the
18 Protected Material is returned or destroyed, the Receiving Party must submit a
19 written certification to the Producing Party (and, if not the same person or entity, to
20 the Designating Party) by the 60 day deadline that (1) identifies (by category, where
21 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
22 that the Receiving Party has not retained any copies, abstracts, compilations,
23 summaries or any other format reproducing or capturing any of the Protected
24 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
25 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
26 memoranda, correspondence, deposition and trial exhibits, Expert reports, attorney
27 work product, and consultant and Expert work product, even if such materials
28 contain Protected Material. Any documents maintained by Counsel under this

1 provision that contain Protected Health Information produced by any other Party
2 must be de-identified. Any such archival copies that contain or constitute Protected
3 Material remain subject to this Protective Order as set forth in Section 4
4 (DURATION).

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

8
9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

10 This 19th day of November 2019.

11
12 **ROBINS KAPLAN LLP**

13 /s/ David Martinez
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Counsel for Defendant

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3
4 I, _____ [print or type full name], of
5 _____ [print or type full address], declare under penalty of perjury
6 that I have read in its entirety and understand the Stipulated Protective Order that
7 was issued by the United States District Court for the Central District of California
8 on [date] in the case of *Premera Blue Cross v. Cari Passmore*, Case No. 2:19-cv-
9 07169-GW-SS. I agree to comply with and to be bound by all the terms of this
10 Stipulated Protective Order and I understand and acknowledge that failure to so
11 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
13 is subject to this Stipulated Protective Order to any person or entity except in strict
14 compliance with the provisions of this Order.

15 I understand and agree that all Protected Health Information is subject to state
16 and federal statutory and regulatory privacy and security standards, including but
17 not limited to the Health Insurance Portability and Accountability Act of 1996, the
18 Health Information Technology for Economic and Clinical Health Act of 2009, and
19 regulations adopted thereunder by the U.S. Department of Health and Human
20 Services, 45 C.F.R. Parts 160, 162, and 164. I also agree that I will develop,
21 implement, maintain, and use appropriate administrative, technical and physical
22 safeguards to preserve the privacy, integrity, and confidentiality of any Protected
23 Health Information, and to prevent non-permitted use or Disclosure of any Protected
24 Health Information I receive from any person in connection with this case.

25 I further agree to submit to the jurisdiction of the United States District Court
26 for the Central District of California for enforcing the terms of this Stipulated
27 Protective Order, even if such enforcement proceedings occur after termination of
28 this Action. I hereby appoint _____ [print or type full

1 name] of _____ [print or type full address
2 and telephone number] as my California agent for service of process in connection
3 with this Action or any proceedings related to enforcement of this Stipulated
4 Protective Order.

5 Date: _____

6 City and State where sworn and signed: _____

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8 Printed name: _____

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10 Signature: _____

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