

1 OGLETREE, DEAKINS, NASH,  
 2 SMOAK & STEWART, P.C.  
 3 DAVID RAIZMAN, CA Bar No. 129407  
 david.raizman@ogletree.com  
 4 AMBER L. ROLLER, CA Bar No. 273354  
 amber.roller@ogletree.com  
 5 J. NICHOLAS MARFORI, CA Bar No. 311765  
 nicholas.marfori@ogletree.com  
 6 400 South Hope Street, Suite 1200  
 Los Angeles, California 90071  
 Telephone: 213-239-9800  
 Facsimile: 213-239-9045

7 Attorneys for Defendants  
 8 QUEST DIAGNOSTICS CLINICAL  
 LABORATORIES, INC.; QUEST  
 9 DIAGNOSTICS HOLDINGS, INC. and  
 QUEST DIAGNOSTICS INCORPORATED

11 *Counsel For Plaintiffs Listed on Next Page*

12 **UNITED STATES DISTRICT COURT**  
 13 **CENTRAL DISTRICT OF CALIFORNIA**

15 JULIAN VARGAS, ANNE WEST and  
 16 AMERICAN COUNCIL OF THE  
 BLIND, individually on behalf of  
 17 themselves and all others similarly  
 situated,

18 Plaintiffs,

19 v.

20 QUEST DIAGNOSTICS CLINICAL  
 21 LABORATORIES, INC., QUEST  
 DIAGNOSTICS HOLDINGS, INC.,  
 22 QUEST DIAGNOSTICS  
 INCORPORATED; and DOES 1-10,  
 23 inclusive,

24 Defendants.

Case No. 2:19-cv-08108 DMG (MRWx)

**STIPULATED PROTECTIVE ORDER**

(MRW VERSION 4/19)

Check if submitted without material  
 modifications to MRW form

Complaint Filed: September 18, 2019  
 Trial Date: October 5, 2021  
 District Judge: Hon. Dolly M. Gee  
 Courtroom 8C, First St.  
 Magistrate Judge: Hon. Michael R. Wilner  
 Courtroom 550, Roybal

1 Jonathan D. Miller (Bar No. 220848)  
2 jonathan@nshmlaw.com  
3 Alison M. Bernal (Bar No. 264629)  
4 alison@nshmlaw.com  
5 NYE, STIRLING, HALE & MILLER, LLP  
6 33 West Mission Street, Suite 201  
7 Santa Barbara, CA 93101  
8 Telephone: (805) 963-2345  
9 Facsimile: (805) 284-9590

8 Benjamin J. Sweet  
9 (*admission pro hac vice*)  
10 ben@nshmlaw.com  
11 NYE, STIRLING, HALE & MILLER, LLP  
12 1145 Bower Hill Road, Suite 104  
13 Pittsburgh, PA 15243  
14 Telephone: (412) 857-5350

13 Matthew K. Handley  
14 (*admitted pro hac vice*)  
15 mhandley@hfajustice.com  
16 HANDLEY FARAH & ANDERSON PLLC  
17 777 6th St. NW  
18 Washington, DC 20001  
19 Telephone: (202) 559-2411

18 Attorneys for Plaintiffs  
19 JULIAN VARGAS, ANNE WEST, and  
20 AMERICAN COUNCIL OF THE BLIND  
21  
22  
23  
24  
25  
26  
27  
28

1 Plaintiffs Julian Vargas, Anne West, and American Council of the Blind  
2 (collectively, “Plaintiffs”), and defendants Quest Diagnostics Clinical Laboratories,  
3 Inc., Quest Diagnostics Holdings, Inc., and Quest Diagnostics Incorporated  
4 (collectively, “Defendants”), by and through their respective counsel of record,  
5 hereby stipulate and agree as follows:

6 **1. INTRODUCTION**

7 **1.1. PURPOSES AND LIMITATIONS**

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

21 **1.2. GOOD CAUSE STATEMENT**

22 Defendants provide diagnostic testing information services. Quest patient  
23 service centers (“PSCs”) provide blood draw, urine collection, and other services to  
24 patients, including persons with disabilities. Plaintiffs brought this putative class  
25 action alleging that Quest’s electronic check-in tablets (“Kiosks”) at the PSCs are  
26 inaccessible to patients with visual impairments in violation of the American with  
27 Disabilities Act (“ADA”), California’s Unruh Civil Rights Act, and California’s  
28 Disabled Persons Act. Plaintiffs seek certification of a nationwide class of

1 individuals with visual impairments who visited a PSC in the United States, and a  
2 California sub-class of those visiting PSCs in California, and who were allegedly  
3 denied full and equal enjoyment of the goods, services, facilities, privileges,  
4 advantages, or accommodations because of the Kiosks.

5       Accordingly, this action is likely to involve trade secrets, customer/patient lists  
6 and pricing information and other valuable research, development, commercial,  
7 financial, technical and/or proprietary information for which special protection from  
8 public disclosure and from use for any purpose other than prosecution of this action  
9 is warranted. Such confidential and proprietary materials and information consist of,  
10 among other things, confidential business or financial information, information  
11 regarding patients, information regarding confidential business practices, or other  
12 confidential research, development, or commercial information (including  
13 information implicating privacy rights of third parties), information otherwise  
14 generally unavailable to the public, or which may be privileged or otherwise  
15 protected from disclosure under state or federal statutes, court rules, case decisions,  
16 or common law. For Plaintiffs, confidential information is likely to consist of  
17 medical and financial information.

18       Accordingly, to expedite the flow of information, to facilitate the prompt  
19 resolution of disputes over confidentiality of discovery materials, to adequately  
20 protect information the parties are entitled to keep confidential, to ensure that the  
21 parties are permitted reasonable necessary uses of such material in preparation for  
22 and in the conduct of trial, to address their handling at the end of the litigation, and  
23 serve the ends of justice, a protective order for such information is justified in this  
24 matter. It is the intent of the parties that information will not be designated as  
25 confidential for tactical reasons and that nothing be so designated without a good  
26 faith belief that it has been maintained in a confidential, non-public manner, and  
27 there is good cause why it should not be part of the public record of this case.

28

1 **2. DEFINITIONS**

2 2.1 Action: Julian Vargas, et al. v. Quest Diagnostics Clinical Laboratories,  
3 Inc., et al., U.S.D.C. Case No. 2:19-cv-08108-DMG-MRW

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), and as specified above in the  
9 Good Cause Statement.

10 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
11 their support staff).

12 2.5 Designating Party: a Party or Non-Party that designates information or  
13 items that it produces in disclosures or in responses to discovery as  
14 “CONFIDENTIAL.”

15 2.6 Disclosure or Discovery Material: all items or information, regardless  
16 of the medium or manner in which it is generated, stored, or maintained (including,  
17 among other things, testimony, transcripts, and tangible things), that are produced or  
18 generated in disclosures or responses to discovery in this matter.

19 2.7 Expert: a person with specialized knowledge or experience in a matter  
20 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
21 an expert witness or as a consultant in this Action.

22 2.8 House Counsel: attorneys who are employees of a party to this Action.  
23 House Counsel does not include Outside Counsel of Record or any other outside  
24 counsel.

25 2.9 Non-Party: any natural person, partnership, corporation, association, or  
26 other legal entity not named as a Party to this action.

27 2.10 Outside Counsel of Record: attorneys who are not employees of a party  
28 to this Action but are retained to represent or advise a party to this Action and have

1 appeared in this Action on behalf of that party or are affiliated with a law firm which  
2 has appeared on behalf of that party, and includes support staff.

3 2.11 Party: any party to this Action, including all of its officers, directors,  
4 employees, consultants, retained experts, and Outside Counsel of Record (and their  
5 support staffs).

6 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
7 Discovery Material in this Action.

8 2.13 Professional Vendors: persons or entities that provide litigation support  
9 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
11 and their employees and subcontractors.

12 2.14 Protected Material: any Disclosure or Discovery Material that is  
13 designated as “CONFIDENTIAL.”

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

16  
17 **3. SCOPE**

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

23 Any use of Protected Material at trial will be governed by the orders of the  
24 trial judge. This Order does not govern the use of Protected Material at trial.

25  
26 **4. DURATION**

27 Once a case proceeds to trial, all of the information that was designated as  
28 confidential or maintained pursuant to this protective order becomes public and will

1 be presumptively available to all members of the public, including the press, unless  
2 compelling reasons supported by specific factual findings to proceed otherwise are  
3 made to the trial judge in advance of the trial. *See Kamakana v. City and County of*  
4 *Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause”  
5 showing for sealing documents produced in discovery from “compelling reasons”  
6 standard when merits-related documents are part of court record). Accordingly, the  
7 terms of this protective order do not extend beyond the commencement of the trial.  
8

9 **5. DESIGNATING PROTECTED MATERIAL**

10 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

26 5.2 Manner and Timing of Designations. Except as otherwise provided in  
27 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
28 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection

1 under this Order must be clearly so designated before the material is disclosed or  
2 produced.

3 Designation in conformity with this Order requires:

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

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

23 (b) for testimony given in depositions that the Designating Party identify  
24 the Disclosure or Discovery Material on the record, before the close of the deposition  
25 all protected testimony.

26 (c) for information produced in some form other than documentary and for  
27 any other tangible items, that the Producing Party affix in a prominent place on the  
28 exterior of the container or containers in which the information is stored the legend

1 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
2 protection, the Producing Party, to the extent practicable, will identify the protected  
3 portion(s).

4 5.3 Inadvertent Failures to Designate. An inadvertent failure to designate  
5 qualified information or items (if promptly corrected upon discovery of such  
6 inadvertent failure) does not, standing alone, waive the Designating Party’s right to  
7 secure protection under this Order for such material. Upon timely correction of a  
8 designation, the Receiving Party must make reasonable efforts to assure that the  
9 material is treated in accordance with the provisions of this Order.

10  
11 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

12 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
13 designation of confidentiality at any time that is consistent with the Court’s  
14 Scheduling Order.

15 6.2 Meet and Confer. The Challenging Party will initiate the dispute  
16 resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1  
17 et seq. Any challenge submitted to the Court shall be made by a joint stipulation  
18 pursuant to Local Rule 37-2.

19 6.3 The burden of persuasion in any such challenge proceeding will be on  
20 the Designating Party. Frivolous challenges, and those made for an improper  
21 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
22 parties) may expose the Challenging Party to sanctions. Unless the Designating  
23 Party has waived or withdrawn the confidentiality designation, all parties will  
24 continue to afford the material in question the level of protection to which it is  
25 entitled under the Producing Party’s designation until the Court rules on the  
26 challenge.

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

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
3 disclosed or produced by another Party or by a Non-Party in connection with this  
4 Action only for prosecuting, defending, or attempting to settle this Action. Such  
5 Protected Material may be disclosed only to the categories of persons and under the  
6 conditions described in this Order. When the Action has been terminated, a  
7 Receiving Party must comply with the provisions of section 13 below (FINAL  
8 DISPOSITION).

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

12 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
13 otherwise ordered by the court or permitted in writing by the Designating Party, a  
14 Receiving Party may disclose any information or item designated  
15 “CONFIDENTIAL” only to:

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

19 (b) the officers, directors, and employees (including House Counsel) of the  
20 Receiving Party to whom disclosure is reasonably necessary for this Action;

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

24 (d) the Court and its personnel;

25 (e) court reporters and their staff;

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

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

3 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
4 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
5 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will  
6 not be permitted to keep any confidential information unless they sign the  
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
8 agreed by the Designating Party or ordered by the court. Pages of transcribed  
9 deposition testimony or exhibits to depositions that reveal Protected Material may be  
10 separately bound by the court reporter and may not be disclosed to anyone except as  
11 permitted under this Stipulated Protective Order; and

12 (i) any mediator or settlement officer, and their supporting personnel,  
13 mutually agreed upon by any of the parties engaged in settlement discussions.  
14

15 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
16 **PRODUCED IN OTHER LITIGATION**

17 If a Party is served with a subpoena or a court order issued in other litigation  
18 that compels disclosure of any information or items designated in this Action as  
19 “CONFIDENTIAL,” that Party must:

20 (a) promptly notify in writing the Designating Party. Such notification will  
21 include a copy of the subpoena or court order;

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

26 (c) cooperate with respect to all reasonable procedures sought to be pursued  
27 by the Designating Party whose Protected Material may be affected.  
28

1 If the Designating Party timely seeks a protective order, the Party served with  
2 the subpoena or court order will not produce any information designated in this  
3 action as “CONFIDENTIAL” before a determination by the court from which the  
4 subpoena or order issued, unless the Party has obtained the Designating Party’s  
5 permission. The Designating Party will bear the burden and expense of seeking  
6 protection in that court of its confidential material and nothing in these provisions  
7 should be construed as authorizing or encouraging a Receiving Party in this Action  
8 to disobey a lawful directive from another court.

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

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

17 (b) In the event that a Party is required, by a valid discovery request, to  
18 produce a Non-Party’s confidential information in its possession, and the Party is  
19 subject to an agreement with the Non-Party not to produce the Non-Party’s  
20 confidential information, then the Party will:

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

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

27 (3) make the information requested available for inspection by the  
28 Non-Party, if requested.

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

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

11 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
12 Protected Material to any person or in any circumstance not authorized under this  
13 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
14 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
15 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
16 persons to whom unauthorized disclosures were made of all the terms of this Order,  
17 and (d) request such person or persons to execute the "Acknowledgment and  
18 Agreement to Be Bound" that is attached hereto as Exhibit A. Nothing in this  
19 section 10 shall limit in any way the relief the Designating Party may seek or obtain  
20 against the Receiving Party for any violation of this Order.  
21

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 protection,  
26 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
27 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
28 may be established in an e-discovery order that provides for production without prior

1 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
2 parties reach an agreement on the effect of disclosure of a communication or  
3 information covered by the attorney-client privilege or work product protection, the  
4 parties may incorporate their agreement in the stipulated protective order submitted  
5 to the court.

6  
7 **12. MISCELLANEOUS**

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

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

15 12.3 Filing Protected Material. A Party that seeks to file under seal any  
16 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
17 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  
22 **13. FINAL DISPOSITION**

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

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

13

14 **14.** Any willful violation of this Order may be punished by civil or criminal  
15 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary  
16 authorities, or other appropriate action at the discretion of the Court.

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

18

Respectfully submitted,

19 DATED: November 16, 2020

NYE, STIRLING, HALE & MILLER, LLP

20

21

By: /s/ Alison M. Bernal  
Jonathan D. Miller  
Benjamin J. Sweet  
Alison M. Bernal

22

23

24

Attorneys for Plaintiffs  
JULIAN VARGAS, ANNE WEST, AND  
AMERICAN COUNCIL OF THE BLIND

25

26

27

28

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: November 16, 2020

OGLETREE, DEAKINS, NASH, SMOAK &  
STEWART, P.C.

By: /s/ Amber L. Roller  
David Raizman  
Amber L. Roller  
J. Nicholas Marfori

Attorneys for Defendants  
QUEST DIAGNOSTICS CLINICAL  
LABORATORIES, INC.; QUEST  
DIAGNOSTICS HOLDINGS, INC. and  
QUEST DIAGNOSTICS INCORPORATED

**Certification Pursuant to Local Rule 5-4.3.4(a)(2)(i)**

Pursuant to Local Rule 5-4.3.4(a)(2)(i), I, Amber L. Roller, do attest that all signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

Dated: November 16, 2020

By: /s/ Amber L. Roller  
Amber L. Roller

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

DATED: 11/18/2020

  
HON. MICHAEL R. WILNER  
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**

I, \_\_\_\_\_ **[full name]**, of \_\_\_\_\_  
\_\_\_\_\_ **[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 \_\_\_\_\_ **[insert case name and number]**. 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. I hereby appoint \_\_\_\_\_ **[full**  
**name]** of \_\_\_\_\_ **[full address and**  
**telephone number]** as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Stipulated Protective  
Order.

Date: \_\_\_\_\_  
City and State where signed: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Signature: \_\_\_\_\_