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

STEVEN VILLALOBOS,  
  
Plaintiff,  
  
vs.  
  
BLUE SHIELD OF CALIFORNIA LIFE  
& HEALTH INSURANCE COMPANY,  
  
Defendant.

Case No. 2:21-cv-06375-RAO

**~~PROPOSED~~ ORDER GRANTING  
STIPULATED PROTECTIVE ORDER**

1 The Court, having reviewed the Stipulated Protective Order entered into by  
2 Plaintiff Steven Villalobos (“Plaintiff”) and Defendant California Physicians’ Services  
3 dba Blue Shield of California (“Defendant”), erroneously sued as Blue Shield of  
4 California Life & Health Insurance Company, and filed on April 28, 2022 (the  
5 “Stipulated Protective Order”), and good cause appearing, hereby orders as follows:

6 The Parties’ Stipulated Protective Order is hereby **GRANTED**, and the Court  
7 enters the Parties’ Stipulated Protective Order in its entirety as follows:

8 **I. INTRODUCTION**

9 **A. PURPOSES AND LIMITATIONS**

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

22 **B. GOOD CAUSE STATEMENT**

23 This action is likely to involve confidential, proprietary, and/or private information  
24 or items for which special protection from public disclosure and from use for any purpose  
25 other than prosecution of this action is warranted. Such information and items will  
26 consist of, among other things, protected health information (“PHI”) (as defined in 45  
27 C.F.R. § 160.103). Accordingly, to expedite the flow of information, to facilitate the  
28 prompt resolution of disputes over confidentiality of discovery materials, to adequately

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

## 9 **II. DEFINITIONS**

10 2.1 Action: the above-captioned pending federal lawsuit, styled *Steven*  
11 *Villalobos v. Blue Shield of California Life & Health Insurance Company*, Central  
12 District of California, Case No. 2:21-cv-06375-RAO.

13 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
14 information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it  
16 is generated, stored or maintained) or tangible things that qualify for protection under  
17 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
18 Statement.

19 2.4 Counsel: Counsel of Record and House Counsel (as well as their support  
20 staff).

21 2.5 Designating Party: a Party or Non-Party that designates information or  
22 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

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

27 2.7 Expert: a person with specialized knowledge or experience in a matter  
28 pertinent to the litigation who has been retained by a Party or its counsel to serve as an

1 expert witness or as a consultant in this Action.

2       2.8 House Counsel: attorneys who are employees of a party to this Action.  
3 House Counsel does not include Counsel of Record or any other outside counsel.

4       2.9 Non-Party: any natural person, partnership, corporation, association, or  
5 other legal entity not named as a Party to this action.

6       2.10 Counsel of Record: attorneys who are not employees of a party to this  
7 Action but are retained to represent or advise a party to this Action and have appeared in  
8 this Action on behalf of that party or are affiliated with a law firm which has appeared on  
9 behalf of that party, and includes support staff.

10       2.11 Party: the parties to this Action, Plaintiff Steven Villalobos and Defendant  
11 California Physicians' Service, dba Blue Shield of California, erroneously sued as Blue  
12 Shield of California Life & Health Insurance Company, including, as applicable, all of  
13 such parties' officers, directors, employees, consultants, retained experts, and Counsel of  
14 Record (and their support staffs).

15       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
16 Discovery Material in this Action.

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

21       2.14 Protected Material: any Disclosure or Discovery Material that is designated  
22 as "CONFIDENTIAL."

23       2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
24 from a Producing Party.

### 25 **III. SCOPE**

26       The protections conferred by this Stipulation and Order cover not only Protected  
27 Material (as defined above), but also (1) any information copied or extracted from  
28 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected

1 Material; and (3) any testimony, conversations, or presentations by Parties or their  
2 Counsel that might reveal Protected Material.

3 **IV. DURATION**

4 Once a case proceeds to final hearing or trial, which includes any trial briefing for  
5 the final hearing or trial, all of the information and items that were designated as  
6 “CONFIDENTIAL” or maintained pursuant to this protective order becomes public and  
7 will be presumptively available to all members of the public unless compelling reasons  
8 supported by specific factual findings to proceed otherwise are made to the trial judge in  
9 advance of the trial. See Kamakana v. City and County of Honolulu, 447 F.3d 1172,  
10 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing documents  
11 produced in discovery from “compelling reasons” standard when merits-related  
12 documents are part of court record). Accordingly, the use of documents designated as  
13 “CONFIDENTIAL” under this Order will be addressed in a subsequent order and are not  
14 covered by the terms of this Order.

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

22 **V. DESIGNATING PROTECTED MATERIAL**

23 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
24 Party or Non-Party that designates information or items for protection under this Order  
25 must take care to limit any such designation to specific material that qualifies under the  
26 appropriate standards. The Designating Party must designate for protection only those  
27 parts of material, documents, items, or oral or written communications that qualify so that  
28 other portions of the material, documents, items, or communications for which protection

1 is not warranted are not swept unjustifiably within the ambit of this Order.

2 Mass, indiscriminate, or routinized designations are prohibited. Designations that  
3 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,  
4 to unnecessarily encumber the case development process or to impose unnecessary  
5 expenses and burdens on other parties) may expose the Designating Party to sanctions. If  
6 it comes to a Designating Party's attention that information or items that it designated for  
7 protection do not qualify for protection, that Designating Party must promptly notify all  
8 other Parties that it is withdrawing the inapplicable designation.

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

13 Designation in conformity with this Order requires:

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

21 Party or Non-Party that makes original documents available for inspection  
22 need not designate them for protection until after the inspecting Party has indicated which  
23 documents it would like copied and produced. During the inspection and before the  
24 designation, all of the material made available for inspection shall be deemed  
25 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants  
26 copied and produced, the Producing Party must determine which documents, or portions  
27 thereof, qualify for protection under this Order. Then, before producing the specified  
28 documents, the Producing Party must affix the "CONFIDENTIAL legend" to each page

1 that contains Protected Material. If only a portion or portions of the material on a page  
2 qualifies for protection, the Producing Party also must clearly identify the protected  
3 portion(s) (e.g., by making appropriate markings in the margins).

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

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

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
13 designate qualified information or items does not, standing alone, waive the Designating  
14 Party’s right to secure protection under this Order for such material. Upon timely  
15 correction of a designation, the Receiving Party must make reasonable efforts to assure  
16 that the material is treated in accordance with the provisions of this Order.

17 **VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation  
19 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

20 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
21 process under Local Rule 37.1 et seq.

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

1 **VII. 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 Action  
4 only for prosecuting, defending, or attempting to settle this Action. Such Protected  
5 Material may be disclosed only to the categories of persons and under the conditions  
6 described in this Order. When the Action has been terminated, a Receiving Party must  
7 comply with the provisions of section 13 below (FINAL DISPOSITION).

8 7.2 Disclosure of Protected Material. Unless otherwise ordered by the court or  
9 permitted in writing by the Designating Party, a Receiving Party may disclose Protected  
10 Material only to:

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

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

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

19 (d) the court and its personnel;

20 (e) court reporters and their staff;

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

24 (g) the author or recipient of a document containing the Protected Material  
25 or a custodian or other person who otherwise possessed or knew the information contained  
26 in the Protected Material;

27 (h) stenographers engaged to transcribe depositions or hearings conducted  
28 in this action;



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

9 (j) any other witness who a Party in good faith believes may be called to  
10 testify at trial or deposition in this Action or who otherwise have a genuine need to know  
11 the content of the Protected Material in connection with this Action, provided such person  
12 has first executed Exhibit A hereto;

13 (k) auditors, regulators, and insurers of a Party who, in the normal course  
14 of business, would have access to or to whom a party has a business obligation to provide  
15 such information in connection with this Action; and

16 (l) any mediator or settlement officer, and their supporting personnel,  
17 mutually agreed upon by any of the parties engaged in settlement discussions.

18 **VIII. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
19 **OTHER LITIGATION**

20 If a Party is served with a subpoena or a court order issued in other litigation that  
21 compels disclosure of any Protected Material, that Party must, to the extent legally  
22 permissible:

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

25 (b) promptly notify in writing the party who caused the subpoena or order  
26 to issue in the other litigation that some or all of the material covered by the subpoena or  
27 order is subject to this Protective Order. Such notification shall include a copy of this  
28 Stipulated Protective Order.

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

8 **IX. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
9 **PRODUCED IN THIS LITIGATION**

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

15 (b) In the event that a Party is required, by a valid discovery request, to produce  
16 a Non-Party's Protected Material in its possession, and the Party is subject to an agreement  
17 with the Non-Party not to produce the Non-Party's Protected Material, then the Party shall,  
18 to the extent legally permissible:

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

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

25 (3) make the information or items requested available for inspection by the  
26 Non-Party, if requested.

27 (c) If the Non-Party fails to seek a protective order from this court within 14 days  
28 of receiving the notice and accompanying information, the Receiving Party may produce

1 the Non-Party's Protected Material responsive to the discovery request. If the Non-Party  
2 timely seeks a protective order, the Receiving Party shall not produce any of the Non-  
3 Party's Protected Material before a determination by the court. Absent a court order to the  
4 contrary, the Non-Party shall bear the burden and expense of seeking protection in this  
5 court of its Protected Material.

6 **X. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

15 **XI. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
16 **PROTECTED MATERIAL**

17 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
18 produced material is subject to a claim of privilege or other protection, the obligations of  
19 the Receiving Parties are those set forth in [Federal Rule of Civil Procedure 26\(b\)\(5\)\(B\)](#),  
20 unless otherwise agreed by the Parties.

21 **XII. MISCELLANEOUS**

22 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person  
23 to seek its modification by the Court in the future.

24 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
25 Order no Party waives any right it otherwise would have to object to disclosing or  
26 producing any information or item on any ground not addressed in this Stipulated  
27 Protective Order. Similarly, no Party waives any right to object on any ground to use in  
28 evidence of any of the material covered by this Protective Order.

1 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected  
2 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
3 under seal pursuant to a court order authorizing the sealing of the specific Protected  
4 Material at issue. If a Party's request to file Protected Material under seal is denied by the  
5 court, then the Receiving Party may file the information in the public record unless  
6 otherwise instructed by the court.


7 12.4 This Order only applies to documents and information produced during the  
8 course of discovery in this action. This Order does not apply to copies of documents and  
9 information that are already within Plaintiff's possession prior to the Order's issuance,  
10 such as copies of Plaintiff's medical records.

11 **XIII. VIOLATIONS OF THIS ORDER**

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

14 **IT IS SO ORDERED.**

15  
16  
17 DATED: April 28, 2022

17 By:   
18 \_\_\_\_\_  
19 HONORABLE ROZELLA A. OLIVER  
20 UNITED STATES MAGISTRATE JUDGE

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],

6 declare under penalty of perjury that I have read in its entirety and understand the  
7 Stipulated Protective Order that was issued by the United States District Court for the  
8 Central District of California on \_\_\_\_\_ [date] in the case of *Steven*  
9 *Villalobos v. Blue Shield of California Life & Health Insurance Company*, Central  
10 District of California, Case No. 2:21-cv-06375-RAO. I agree to comply with and to be  
11 bound by all the terms of this Stipulated Protective Order and I understand and  
12 acknowledge that failure to so comply could expose me to sanctions and punishment in  
13 the nature of contempt. I solemnly promise that I will not disclose in any manner any  
14 information or item that is subject to this Stipulated Protective Order to any person or  
15 entity except in strict compliance with the provisions of this Order.

16 I further agree to submit to the jurisdiction of the United States District Court for  
17 the Central District of California for the purpose of enforcing the terms of this Stipulated  
18 Protective Order, even if such enforcement proceedings occur after termination of this  
19 action. I hereby appoint \_\_\_\_\_ [print or type full  
20 name] of \_\_\_\_\_ [print or type full address and  
21 telephone number] as my California agent for service of process in connection with this  
22 action or any proceedings related to enforcement of this Stipulated Protective Order.

23  
24 Date: \_\_\_\_\_

25 City and State where sworn and signed: \_\_\_\_\_

26 Printed name: \_\_\_\_\_

27  
28 Signature: \_\_\_\_\_