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10 Attorney for Plaintiffs

11 **UNITED STATES DISTRICT COURT**
 12 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

13 NICOLE SWARTZ, an individual;
 14 CLARA SWARTZ, an individual; JAMIE
 15 SWARTZ, an individual; SCOTT
 16 SWARTZ, an individual; KAYTLIN
 17 SWARTZ, an individual; and SAVANNA
 18 SWARTZ, an individual,

19 Plaintiffs,

20 vs.

21 LOMA LINDA UNIVERSITY
 22 MEDICAL CENTER, a California
 23 corporation; LOMA LINDA
 24 UNIVERSITY MEDICAL CENTER –
 25 MURRIETA, a California corporation,
 26 Defendants.

Case No.: ED CV 12-02073-TJH

STIPULATED PROTECTIVE ORDER

Discovery Cut-Off Date: None Set
 Pre-trial Conference Date: November 4,
 2013
 Trial Date: None Set

27 Subject to the approval of this Court, the parties hereby stipulate to the following
 28 protective order:

1 1 . In connection with discovery proceedings in this action, the parties may
2 designate any document, thing, material, testimony or other information derived
3 therefrom, as "Confidential" under the terms of this Stipulated Protective Order
4 (hereinafter "Order"). Confidential information in this matter shall consist of medical
5 records, charts, and information that contains information protected as confidential under
6 the Health Insurance Portability and Accountability Act of 1996 which has not
7 previously been made public. However, nothing herein shall prevent any party from
8 designating any other information as Confidential which has not previously been made
9 public and the disclosure of which information may have the effect of causing harm to
10 the competitive position of the person, firm, partnership, corporation, or to the
11 organization from which the information was obtained.

12 By designating a document, thing, material, testimony or other information
13 derived therefrom as 'confidential,' under the terms of this order, the party making the
14 designation is certifying to the court that there is a good faith basis both in law and in
15 fact for the designation within the meaning of Federal Rule of Civil Procedure 26(g) .

16 2. Confidential documents shall be so designated by stamping copies of the
17 document produced to a party with the legend "CONFIDENTIAL." Stamping the legend
18 "CONFIDENTIAL" on the cover of any multipage document shall designate all pages of
19 the document as confidential, unless otherwise indicated by the producing party.

20 3. Testimony taken at a deposition, conference, hearing or trial may be
21 designated as confidential by making a statement to that effect on the record at the
22 deposition or other proceeding. Arrangements shall be made with the court reporter
23 taking and transcribing such proceeding to separately bind such portions of the transcript
24 containing information designated as confidential, and to label such portions
25 appropriately.

26 4 . Material designated as confidential under this Order, the information
27 contained therein, and any summaries, copies, abstracts, or other documents derived in
28 whole or in part from material designated as confidential (hereinafter "Confidential

1 Material") shall be used only for the purpose of the prosecution, defense, or settlement of
2 this action, and for no other purpose.

3 5. Confidential Material produced pursuant to this Order may be disclosed or
4 made available only to the Court, to counsel for a party (including the paralegal, clerical,
5 and secretarial staff employed by such counsel), and to the "qualified persons"
6 designated below:

7 (a) a party, or an officer, director, or employee of a party deemed necessary by
8 counsel to aid in the prosecution, defense, or settlement of this action,

9 (b) experts or consultants (together with their clerical staff) retained by such
10 counsel to assist in the prosecution, defense, or settlement of this action;

11 (c) court reporter(s) employed in this action;

12 (d) a witness at any deposition or other proceeding in this action; and

13 (e) any other person as to whom the parties in writing agree.

14 Prior to receiving any Confidential Material, each "qualified person" shall be
15 provided with a copy of this Order and shall execute a nondisclosure agreement in the
16 form of Attachment A, a copy of which shall be provided forthwith to counsel for each
17 other party and for the
18 parties.

19 6. Depositions shall be taken only in the presence of qualified persons .

20 7. The parties may further designate certain discovery material or testimony of
21 a highly confidential and/or proprietary nature as "CONFIDENTIAL- -ATTORNEY'S
22 EYES ONLY" (hereinafter "Attorney's Eyes Only Material"), in the manner described in
23 paragraphs 2 and above. Attorney's Eyes Only Material, and the information contained
24 therein, shall be disclosed only to the Court, to counsel for the parties (including the
25 paralegal, clerical, and secretarial staff employed by such counsel), and to the "qualified
26 persons" listed in subparagraphs 5(b) through (e) above, but shall not be disclosed to a
27 party, or to an officer, director or employee of a party, unless otherwise agreed or
28 ordered. If disclosure of Attorney's Eyes Only Material is made pursuant to this

1 paragraph, all other provisions in this order with respect to confidentiality shall also
2 apply.

3 8. Nothing herein shall impose any restrictions on the use or disclosure by a
4 party of material obtained by such party independent of discovery in this action, whether
5 or not such material is also obtained through discovery in this action, or from disclosing
6 its own Confidential Material as it deems appropriate.

7 9. If Confidential Material, including any portion of a deposition transcript
8 designated as Confidential or Attorney's Eyes Only, is included in any papers to be filed
9 in Court, such papers shall be labeled "Confidential--Subject to Court Order" and filed
10 "Under Seal" until further order of this Court.

11 10. In the event that any Confidential Material will be used in any court
12 proceeding in this action, the parties shall first comply with Local Rule 79-5.1.

13 11. This Order shall be without prejudice to the right of the parties (i) to bring
14 before the Court at any time the question of whether any particular document or
15 information is confidential or whether its use should be restricted or (ii) to present a
16 motion to the Court under FRCP 26 (c) for a separate protective order as to any
17 particular document or information, including restrictions differing from those as
18 specified herein. This Order shall not be deemed to prejudice the parties in any way in
19 any future application for modification of this Order.

20 The parties acknowledge and agree that any motion challenging a request to
21 a party to produce documents or to a subpoena to compel the production of documents
22 by a non-party shall be governed by Local Rule 37. The parties agree that the provisions
23 of Local Rule 37 shall be complied with regarding any motions brought pursuant to this
24 Order.

25 12. This Order is entered solely for the purpose of facilitating the exchange of
26 documents and information between the parties to this action without involving the
27 Court unnecessarily in the process. Nothing in this Order nor the production of any
28 information or document under the terms of this Order nor any proceedings pursuant to

1 this Order shall be deemed to have the effect of an admission or waiver by either party
2 or of altering the confidentiality or non-confidentiality of any such document or
3 information or altering any existing obligation of any party or the absence thereof.

4 13 . This Order shall survive the final termination of this action, to the extent
5 that the information contained in Confidential Material is not or does not become known
6 to the public, and the Court shall retain jurisdiction to resolve any dispute concerning the
7 use of information disclosed hereunder. Upon termination of this case, counsel for the
8 parties shall assemble and return to each other all documents, material and deposition
9 transcripts designated as confidential and all copies of same, or shall certify the
10 destruction thereof .

11 SO STIPULATED:

12 Dated: August __, 2013

Wellman & Warren, LLP

/s/

Scott W. Wellman
Bimali Walgampaya
Attorneys for Plaintiffs

17 Dated: August __, 2013

Kramer, deBoer & Keane

/s/

Kathleen A. Stosuy
Attorneys for Defendant Loma Linda
University Medical Center - Murrieta

23 APPROVED AND SO ORDERED:

24 DATED: August 21, 2013



United States Magistrate Judge

1 **NONDISCLOSURE AGREEMENT**

2 I, _____ do solemnly swear that I .am fully familiar with the terms
3 of the Stipulated protective Order entered in Swartz, et. al. v. Loma Linda University
4 Medical Center, United States District Court for the Central District of California, Civil
5 Action No. ED CV 12-02073-TJH, and hereby agree to comply with and be bound by
6 the terms and conditions of said Order unless and until modified by further Order' of this
7 Court . I hereby consent to the jurisdiction of said Court for purposes of enforcing this
8 Order.

9
10 DATED: _____