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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DENNIS RUTHERFORD, an individual;
PETER KLUNE, an individual; and
TARA BARTH, an individual,

Plaintiffs,

vs.

PALO VERDE HEALTH CARE
DISTRICT, a public entity; TRINA
SARTIN, an individual; SANDRA
HUDSON, an individual; SAMUEL
BURTON, an individual; and DOES 1-
50, inclusive,

Defendants.

Case No. EDCV13-01247 JAK (SPx)
[Consolidated with Case Nos.
EDCV13-01249 JAK (SPx) and
EDCV13-01250 JAK (SPx)]

DISCOVERY MATTER

Magistrate Judge: Hon. Sheri Pym
Action Date: July 16, 2013
Discovery Cutoff: August 29, 2014
Pretrial Conference: Nov. 17, 2014
Trial Date: December 2, 2014

**STIPULATED PROTECTIVE
ORDER FOR CONFIDENTIAL
INFORMATION**

Judge: Hon. John A. Kronstadt

[NOTE CHANGE MADE BY
COURT IN ¶ 5.2(b)]

1. **PURPOSES AND LIMITATIONS**

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private 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

1 stipulate to and petition the court to enter the following Stipulated Protective Order.
2 The parties acknowledge that this Order does not confer blanket protections on all
3 disclosures or responses to discovery and that the protection it affords from public
4 disclosure and its use extends only to the information or items that are specifically
5 entitled to confidential treatment under the applicable legal principles. The parties
6 further acknowledge, as set forth in Section 12.3, below, that this Stipulated
7 Protective Order does not entitle them to file confidential information under seal;
8 Civil Local Rule 79-5 sets forth the procedures that must be followed and the
9 standards that will be applied when a party seeks permission from the court to file
10 material under seal.

11 2. DEFINITIONS

12 2.1 Challenging Party: a Party or Non-Party that challenges the designation
13 of information or items under this Order.

14 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
15 how it is generated, stored or maintained) or tangible things that qualify for
16 protection under Federal Rule of Civil Procedure 26(c).

17 2.3 Counsel (without qualifier): Counsel of Record for any party in this
18 litigation, District Counsel or other Outside Counsel, and the support staff of any of
19 them.

20 2.4 Designating Party: a Party or Non-Party that designates information or
21 items that it produces in disclosures or in responses to discovery as
22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
23 ONLY.”

24 2.5 Disclosure or Discovery Material: all items or information, regardless of
25 the medium or manner in which it is generated, stored, or maintained (including,
26 among other things, testimony, transcripts, and tangible things), that are produced or
27 generated in disclosures or responses to discovery in this matter.
28

1 2.6 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve
3 as an expert witness or as a consultant in this action, (2) is not a past or current
4 employee of a Party or of a Party’s competitor, and (3) at the time of retention, is not
5 anticipated to become an employee of a Party or of a Party’s competitor.

6 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
7 Information or Items: extremely sensitive “Confidential Information or Items,”
8 disclosure of which to another Party or Non-Party would create a substantial risk of
9 serious harm that could not be avoided by less restrictive means.

10 2.8 Non-Party: any natural person, partnership, corporation, association, or
11 other legal entity not named as a Party to this action.

12 2.9 Outside Counsel: any attorneys who are not employees of a party to this
13 action but are retained to represent or advise a party to this action.

14 2.10 Party: any party to this action, including all of its officers, directors,
15 employees, consultants, retained experts, and Outside Counsel of Record (and their
16 support staffs).

17 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
18 Discovery Material in this action.

19 2.12 Professional Vendors: persons or entities that provide litigation support
20 services (e.g., photocopying, videotaping, translating, preparing exhibits or
21 demonstrations, and organizing, storing, or retrieving data in any form or medium)
22 and their employees and subcontractors.

23 2.13 Protected Material: any Disclosure or Discovery Material that is
24 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
25 ATTORNEYS’ EYES ONLY.”

26 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material
27 from a Producing Party.
28

3. SCOPE

1 The protections conferred by this Stipulation and Order cover not only
2 Protected Material (as defined above), but also (1) any information copied or
3 extracted from Protected Material; (2) all copies, excerpts, summaries, or
4 compilations of Protected Material; and (3) any testimony, conversations, or
5 presentations by Parties or their Counsel that might reveal Protected Material.
6 However, the protections conferred by this Stipulation and Order do not cover the
7 following information: (a) any information that is publically available at the time of
8 disclosure to a Receiving Party or becomes publically available after its disclosure to
9 a Receiving Party as a result of publication not involving a violation of this Order,
10 including becoming part of the public record through trial or otherwise; and (b) any
11 information known to the Receiving Party prior to the disclosure or obtained by the
12 Receiving Party after the disclosure from a source who obtained the information
13 lawfully and without an expectation of confidentiality by the Designating Party.

14 Any use of Protected Material at trial shall be governed by a separate
15 agreement or order.

16 4. DURATION

17 Even after final disposition of this litigation, the confidentiality obligations
18 imposed by this Order shall remain in effect unless and until a Designating Party
19 agrees otherwise in writing or a court order otherwise directs. Final disposition shall
20 be deemed to be the later of (1) dismissal of all claims and defenses in this action,
21 with or without prejudice; and (2) final judgment herein after the completion and
22 exhaustion of all appeals, re-hearings, remands, trials, or reviews of this action,
23 including the time limits for filing any motions or applications for extension of time
24 pursuant to applicable law. In the absence of an agreement by the Designating Party,
25 all documents subject to the confidentiality obligations imposed by this Order shall
26 remain in effect and all such documents should be returned to the Designating Party
27 or destroyed except as provided in Paragraph 13, below.
28

1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection under
4 this Order must take care to limit any such designation to specific material that
5 qualifies under the appropriate standards. To the extent it is practical to do so, the
6 Designating Party must designate for protection only those parts of material,
7 documents, items, or oral or written communications that qualify – so that other
8 portions of the material, documents, items, or communications for which protection
9 is not warranted are not swept unjustifiably within the ambit of this Order.

10 Mass, indiscriminate, or routinized designations are prohibited. Designations
11 must be clearly justified and not made for an improper purpose (e.g., to
12 unnecessarily encumber or retard the case development process or to impose
13 unnecessary expenses and burdens on other parties).

14 If it comes to a Designating Party’s attention that information or items that it
15 designated for protection do not qualify for protection at all or do not qualify for the
16 level of protection initially asserted, that Designating Party must promptly notify all
17 other parties that it is withdrawing the mistaken designation.

18 5.2 Manner and Timing of Designations. Except as otherwise provided in
19 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
20 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
21 under this Order must be clearly so designated before the material is disclosed or
22 produced. Designation in conformity with this Order requires:

23 (a) for information in documentary form (e.g., paper or electronic
24 documents, but excluding transcripts of depositions or other pretrial or trial
25 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or
26 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that
27 contains protected material. If only a portion or portions of the material on a page
28 qualifies for protection, the Producing Party also must clearly identify the protected

1 portion(s) (e.g., by making appropriate markings in the margins) and must specify,
2 for each portion, the level of protection being asserted.

3 A Party or Non-Party that makes original documents or materials available for
4 inspection need not designate them for protection until after the inspecting Party has
5 indicated which material it would like copied and produced. During the inspection
6 and before the designation, all of the material made available for inspection shall be
7 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
8 inspecting Party has identified the documents it wants copied and produced, the
9 Producing Party must determine which documents, or portions thereof, qualify for
10 protection under this Order. Then, before producing the specified documents, the
11 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or
12 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that
13 contains Protected Material. If only a portion or portions of the material on a page
14 qualifies for protection, the Producing Party also must clearly identify the protected
15 portion(s) (e.g., by making appropriate markings in the margins) and must specify,
16 for each portion, the level of protection being asserted.

17 (b) for testimony given in deposition or in other pretrial proceedings, all
18 deposition testimony, including oral testimony, deposition transcripts and the
19 information contained therein, shall initially be treated as CONFIDENTIAL and be
20 included with the terms of this Order without the necessity of designating the
21 material as “CONFIDENTIAL.” Upon transcription of the deposition, counsel shall
22 have 21 days after receipt of the transcript to notify the deposition reporter and other
23 counsel of record in writing of the portion(s) of the deposition transcript designated
24 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
25 ONLY.” Depositing the written notice in the United States mail within 21 days shall
26 be deemed timely compliance with this requirement provided the written notice is
27 also electronically transmitted to the receiving party via email on the date it is
28 mailed. All other portions, or the entire transcript if no designated is made, shall not

1 be confidential and shall not fall within the terms of this Order. Alternatively, the
2 parties may agree during any deposition that a part or all of the testimony shall be
3 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
4 ATTORNEYS’ EYES ONLY”, in which case the transcript of the designated
5 testimony shall be bound in a separate volume and marked “CONFIDENTIAL” or
6 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” by the reporter.

7 Parties shall give the other parties notice if they reasonably expect a
8 deposition, hearing or other proceeding to include Protected Material so that the
9 other parties can ensure that only authorized individuals who have signed the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those
11 proceedings. The use of a document as an exhibit at a deposition shall not in any way
12 affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
13 ATTORNEYS’ EYES ONLY.”

14 (c) for information produced in some form other than documentary and
15 for any other tangible items, that the Producing Party affix in a prominent place on
16 the exterior of the container or containers in which the information or item is stored
17 the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
18 EYES ONLY.” If only a portion or portions of the information or item warrant
19 protection, the Producing Party, to the extent practicable, shall identify the protected
20 portion(s) and specify the level of protection being asserted.

21 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
22 designate qualified information or items does not, standing alone, waive the
23 Designating Party’s right to secure protection under this Order for such material.
24 Upon timely correction of a designation, the Receiving Party must make reasonable
25 efforts to assure that the material is treated in accordance with the provisions of this
26 Order.

27 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

28 6.1 Timing of Challenges. Any Party or Non-Party may challenge a

1 designation of confidentiality at any time. Unless a prompt challenge to a
2 Designating Party's confidentiality designation is necessary to avoid foreseeable,
3 substantial unfairness, unnecessary economic burdens, or a significant disruption or
4 delay of the litigation, a Party does not waive its right to challenge a confidentiality
5 designation by electing not to mount a challenge promptly after the original
6 designation is disclosed. Without limiting the generality of the foregoing, under no
7 circumstances shall a challenge be considered untimely if made within 30 days of the
8 date the Challenging Party first receives notice of the challenged designation and the
9 documents or information to which such designation pertains.

10 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
11 resolution process by providing written notice of each designation it is challenging
12 and describing the basis for each challenge. To avoid ambiguity as to whether a
13 challenge has been made, the written notice must recite that the challenge to
14 confidentiality is being made in accordance with this specific paragraph of the
15 Protective Order or otherwise clearly specify that the purpose of the communication
16 is to raise a challenge to the confidentiality previously asserted under this Stipulation
17 and Order. In conferring, the Challenging Party must explain the basis for its belief
18 that the confidentiality designation was not proper and must give the Designating
19 Party an opportunity to review the designated material, to reconsider the
20 circumstances, and, if no change in designation is offered, to explain the basis for the
21 chosen designation. The Designating Party shall respond to the meet and confer
22 communication within seven (7) days of receipt of the first meet and confer
23 communication from the Challenging Party unless a longer period is agreed to in
24 writing. A Challenging Party may proceed to the next stage of the challenge process
25 only if it has engaged in this meet and confer process first or establishes that the
26 Designating Party has failed to participate in the meet and confer process in a timely
27 manner.

28 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without

1 Court intervention, the Designating Party shall file and serve a motion to retain
2 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule
3 79-5, if applicable) within 21 days of the initial notice of challenge or within 14 days
4 of the parties agreeing that the meet and confer process will not resolve their dispute,
5 whichever is earlier. Each such motion must be accompanied by a competent
6 declaration affirming that the movant has complied with the meet and confer
7 requirements imposed in the preceding paragraph. Failure by the Designating Party
8 to make such a motion including the required declaration within 21 days (or 14 days,
9 if applicable) shall automatically waive the confidentiality designation for each
10 challenged designation. In addition, the Challenging Party may file a motion
11 challenging a confidentiality designation at any time if there is good cause for doing
12 so, including a challenge to the designation of a deposition transcript or any portions
13 thereof. Any motion brought pursuant to this provision must be accompanied by a
14 competent declaration affirming that the movant has complied with the meet and
15 confer requirements imposed by the preceding paragraph.

16 The burden of persuasion in any such challenge proceeding shall be on the
17 Designating Party. Frivolous motions to challenge or to retain confidentiality and
18 those made for an improper purpose (e.g., to harass or impose unnecessary expenses
19 and burdens on other parties) may expose the offending Party to sanctions. Unless
20 the Designating Party has waived the confidentiality designation by failing to file a
21 motion to retain confidentiality as described above, all parties shall continue to
22 afford the material in question the level of protection to which it is entitled under the
23 Producing Party's designation until the court rules on the challenge.

24 7. ACCESS TO AND USE OF PROTECTED MATERIAL

25 7.1 Basic Principles. A Receiving Party may use Protected Material that is
26 disclosed or produced by another Party or by a Non-Party in connection with this
27 case only for prosecuting, defending, or attempting to settle this litigation. Such
28 Protected Material may be disclosed only to the categories of persons and under the

1 conditions described in this Order. When the litigation has been terminated, a
2 Receiving Party must comply with the provisions of section 13 below (FINAL
3 DISPOSITION).

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

7 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
8 otherwise ordered by the court or permitted in writing by the Designating Party, a
9 Receiving Party may disclose any information or item designated
10 “CONFIDENTIAL” only to:

11 (a) the Receiving Party’s Outside Counsel of Record in this action, as
12 well as employees of said Outside Counsel of Record to whom it is reasonably
13 necessary to disclose the information for this litigation and who have signed the
14 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
15 A;

16 (b) the board of directors, officers, directors, and employees (including
17 outside counsel) of the Receiving Party to whom disclosure is reasonably necessary
18 for this litigation and who have signed the “Acknowledgment and Agreement to Be
19 Bound” (Exhibit A);

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

23 (d) the Court and its personnel;

24 (e) court reporters and their staff, professional jury or trial consultants,
25 and Professional Vendors to whom disclosure is reasonably necessary for this
26 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
27 (Exhibit A);

28 (f) any other person to whom the parties agree in writing.

1 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
2 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
3 writing by the Designating Party, a Receiving Party may disclose any information
4 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

5 (a) the Receiving Party’s Outside Counsel of Record in this action, as
6 well as employees of said Outside Counsel of Record to whom it is reasonably
7 necessary to disclose the information for this litigation and who have signed the
8 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
9 A;

10 (b) Designated Outside Counsel of the Receiving Party (1) who has no
11 involvement in competitive decision-making, (2) to whom disclosure is reasonably
12 necessary for this litigation, (3) who has signed the “Acknowledgment and
13 Agreement to Be Bound” (Exhibit A), and (4) as to whom the procedures set forth in
14 paragraph 7.4(a)(1), below, have been followed;

15 (c) Experts of the Receiving Party (1) to whom disclosure is reasonably
16 necessary for this litigation, (2) who have signed the “Acknowledgment and
17 Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth in
18 paragraph 7.4(a)(2), below, have been followed;

19 (d) the court and its personnel;

20 (e) any other person to whom the parties agree in writing; and

21 (f) Counsel of Record for the Receiving Party may review and discuss
22 information designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
23 ONLY” with the Receiving Party, i.e., the client, provided that: (1) such review and
24 discussion is conducted in confidence; (2) the Party, i.e. the client, has signed the
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (3) in the case of a
26 Party who is not a natural person, the “Acknowledgment and Agreement to Be
27 Bound” (Exhibit A) shall be signed by each natural person to whom such
28 information is disclosed and, notwithstanding the definition of a “Party” in paragraph

1 2.10, above, such disclosure shall be strictly limited to only officers and directors of
2 any party who is not a natural person and disclosure shall not be permitted to rank-
3 and-file employees, consultants, contractors, retained experts and the like.

4 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to Outside
6 Counsel or Experts.

7 (a)(1) Unless otherwise ordered by the court or agreed to in writing by
8 the Designating Party, a Party that seeks to disclose to Outside Counsel any
9 information or item that has been designated “HIGHLY CONFIDENTIAL –
10 ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(b) first must make a
11 written request to the Designating Party that (1) sets forth the full name of the
12 Designated Outside Counsel and the city and state of his or her residence, and (2)
13 describes the Designated Outside Counsel’s current and reasonably foreseeable
14 future primary job duties and responsibilities in sufficient detail to determine if
15 Outside Counsel is involved, or may become involved, in any competitive decision-
16 making.

17 (a)(2) Unless otherwise ordered by the court or agreed to in writing by
18 the Designating Party, a Party that seeks to disclose to an Expert (as defined in this
19 Order) any information or item that has been designated “HIGHLY
20 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(c)
21 first must make a written request to the Designating Party that (1) identifies the
22 general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
23 information that the Receiving Party seeks permission to disclose to the Expert, (2)
24 sets forth the full name of the Expert and the city and state of his or her primary
25 residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the
26 Expert’s current employer(s), (5) a list of all other cases in which, during the
27 previous 4 years, the Expert testified as an expert witness at trial or by deposition or,
28 if the prior engagement did not involve deposition or trial testimony, or did not

1 involve litigation, the name of the person or entity to whom the Expert provided his
2 or her services during the previous 4 years and the city and state of his/her/its
3 primary residence or principal place of business.

4 (b) A Party that makes a request and provides the information specified
5 in the two preceding paragraphs (7.4(a)(1) and 7.4(a)(2)) may disclose the subject
6 Protected Material to the identified Outside Counsel or Expert unless, within 14 days
7 of delivering the request, the Party receives a written objection from the Designating
8 Party. Any such objection must set forth in detail the grounds on which it is based.

9 (c) A Party that receives a timely written objection must meet and
10 confer with the Designating Party (through direct voice to voice dialogue) to try to
11 resolve the matter by agreement within seven days of the written objection. If no
12 agreement is reached, the Party seeking to make the disclosure to Outside Counsel or
13 the Expert may file a motion as provided in Civil Local Rule 7 (and in compliance
14 with Civil Local Rule 79-5, if applicable) seeking permission from the court to do so.
15 Any such motion must describe the circumstances with specificity, set forth in detail
16 the reasons why the disclosure to Outside Counsel or the Expert is reasonably
17 necessary, assess the risk of harm that the disclosure would entail, and suggest any
18 additional means that could be used to reduce that risk. In addition, any such motion
19 must be accompanied by a competent declaration describing the parties' efforts to
20 resolve the matter by agreement (i.e., the extent and the content of the meet and
21 confer discussions) and setting forth the reasons advanced by the Designating Party
22 for its refusal to approve the disclosure.

23 In any such proceeding, the Party opposing disclosure to Outside Counsel or
24 the Expert shall bear the burden of proving that the risk of harm that the disclosure
25 would entail (under the safeguards proposed) outweighs the Receiving Party's need
26 to disclose the Protected Material to its Outside Counsel or Expert.

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
2 OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other
4 litigation that compels disclosure of any information or items designated in this
5 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
6 EYES ONLY” that Party must:

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

9 (b) promptly notify in writing the party who caused the subpoena or
10 order to issue in the other litigation that some or all of the material covered by the
11 subpoena or order is subject to this Protective Order. Such notification shall include
12 a copy of this Stipulated Protective Order; and (c) cooperate with respect to all
13 reasonable procedures sought to be pursued by the Designating Party whose
14 Protected Material may be affected.

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

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

26 (a) The terms of this Order are applicable to any Non-party
27 production of information produced in this action and designated as
28 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
ONLY.” Such information shall be protected by the remedies and relief of this

1 Order. Nothing in these provisions should be construed as prohibiting a Non-Party
2 from seeking additional protections.

3 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

4 If a Receiving Party learns that, by inadvertence or otherwise, it has
5 disclosed Protected Material to any person or in any circumstance not authorized
6 under this Stipulated Protective Order, the Receiving Party must immediately (a)
7 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
8 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
9 the person or persons to whom unauthorized disclosures were made of all the terms
10 of this Order, and (d) request such person or persons to execute the
11 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.
12 If unauthorized disclosure of Protected Material involves any information that is
13 subject to protection pursuant to the Health Insurance Portability and Accountability
14 Act of 1996 (“HIPAA”), the Receiving Party must immediately notify the
15 Designating Party within twenty-four (24) hours of discovery of the Unauthorized
16 Disclosure. The parties understand that unauthorized disclosure of HIPAA-protected
17 information is unlawful under circumstances described in applicable statutes and
18 regulations, and triggers an automatic notification procedure under circumstances set
19 forth in 42 U.S.C. §17932, 45 C.F.R. §164.404 and 45 C.F.R. §164.406 by the
20 relevant covered entity, as defined in 45 C.F.R. §162.

21 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
22 PROTECTED MATERIAL

23 When a Producing Party gives notice to Receiving Parties that certain
24 inadvertently produced material is subject to a claim of privilege or other protection,
25 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
26 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
27 may be established in an e-discovery order that provides for production without prior
28 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the

1 parties reach an agreement on the effect of disclosure of a communication or
2 information covered by the attorney-client privilege or work product protection, the
3 parties may incorporate their agreement in the stipulated protective order submitted
4 to the court.

5 12. MISCELLANEOUS

6 12.1 Right to Further Relief. Nothing in this Order abridges or expands the
7 right of any person to seek its modification by the court in the future.

8 12.2 Right to Assert Other Objections. By stipulating to the entry of this
9 Protective Order no Party waives any right it otherwise would have to object to
10 disclosing or producing any information or item on any ground not addressed in this
11 Stipulated Protective Order. Similarly, no Party waives any right to object on any
12 ground to use in evidence of any of the material covered by this Protective Order.

13 12.3 Filing Protected Material. Without written permission from the
14 Designating Party or a court order secured after appropriate notice to all interested
15 persons, a Party may not file in the public record in this action any Protected
16 Material. A Party that seeks to file under seal any Protected Material must comply
17 with Civil Local Rule 79-5. Protected Material may only be filed under seal
18 pursuant to a court order authorizing the sealing of the specific Protected Material at
19 issue. Upon the issuance of an order allowing the filing of specific Protected
20 Material under seal, such Protected Material may be so filed notwithstanding any
21 other provision of this Stipulation and Order.

22 13. FINAL DISPOSITION

23 Within 60 days after the final disposition of this action, as defined in
24 paragraph 4, each Receiving Party must return all Protected Material to the
25 Producing Party or destroy such material. As used in this subdivision, “all Protected
26 Material” includes all copies, abstracts, compilations, summaries, and any other
27 format reproducing or capturing any of the Protected Material. Whether the
28 Protected Material is returned or destroyed, the Receiving Party must submit a

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

13 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

14 Date: May 23, 2014

STUTZ ARTIANO SHINOFF & HOLTZ, APC

15 By: /s/ Ljubisa Kostic

16 Ray J. Artiano

Ljubisa Kostic

17 Attorneys for Plaintiffs, DENNIS RUTHERFORD,
PETER KLUNE and TARA BARTH

18
19 Date: May 23, 2014

SWEENEY, GREENE & ROBERTS

20 By: /s/ Laura M. Brandenburg

21 Maria C. Roberts

Laura M. Brandenburg

22 Attorneys for Defendants, PALO VERDE HEALTH
CARE DISTRICT, TRINA SARTIN, SANDRA
23 HUDSON and SAMUEL BURTON

24 **ORDER**

25 PURSUANT TO STIPULATION, IT IS SO ORDERED.

26 DATED: May 27, 2014

27 /s/

Hon. Sheri Pym

28 United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury
5 that I have read in its entirety and understand the Stipulated Protective Order that
6 was issued by the United States District Court for the Central District of California
7 on _____ in the case of _____ *Dennis Rutherford v. Palo Verde Health*
8 *Care District, et. al*, Case No. ED CV-13-01247 JAK (SPx). I agree to comply with
9 and to be bound by all the terms of this Stipulated Protective Order and I understand
10 and acknowledge that failure to so comply could expose me to sanctions and
11 punishment in the nature of contempt. I solemnly promise that I will not disclose in
12 any manner any information or item that is subject to this Stipulated Protective Order
13 to any person or entity except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District
15 Court for the Central District of California for the purpose of enforcing the terms of
16 this Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this action.

18 I hereby appoint _____ [print or type full
19 name] of _____ [print or type full address
20 and telephone number] as my California agent for service of process in connection
21 with this action or any proceedings related to enforcement of this Stipulated
22 Protective Order.

23 Date: _____

24 City and State where sworn and signed: _____

25 Printed name: _____

26 [printed name]

27 Signature: _____

28 [signature]