

1 BRIAN D. CHASE, Bar No. 164109  
 bchase@bisnarchase.com  
 2 JERUSALEM F. BELIGAN, Bar No. 211258  
 jbeligan@bisnarchase.com  
 3 BISNAR|CHASE LLP  
 1301 Dove Street, Suite 120  
 Newport Beach, California 92660  
 4 Telephone: (949) 752-2999  
 Facsimile: (949) 752-2777

NOTE: CHANGES MADE BY THE COURT

5 Attorneys for Plaintiffs and Proposed Classes

6 STACEY E. JAMES, Bar No. 185651  
 sjames@littler.com  
 7 KHATEREH S. FAHIMI, Bar No. 252152  
 sfahimi@littler.com  
 8 CHRISTINA H. HAYES, Bar No. 267153  
 chayes@littler.com  
 9 LITTLER MENDELSON, P.C.  
 10 501 W. Broadway, Suite 900  
 San Diego, CA 92101.3577  
 11 Telephone: 619.232.0441  
 Facsimile: 619.232.4302

12 Attorneys for Defendants

13 UNITED STATES DISTRICT COURT  
 14 CENTRAL DISTRICT OF CALIFORNIA  
 15

16 MARLYN SALI and DEBORAH  
 SPRIGGS, on behalf of themselves, all  
 17 others situated and the general public,

Case No. 14-CV-00985 PSG (JPRx)

**CLASS ACTION**

18 Plaintiffs,

**JOINT STIPULATION RE  
 DISCLOSURE OF CONTACT  
 INFORMATION, STIPULATED  
 PROTECTIVE ORDER AND  
 [PROPOSED] ORDER**

19 v.

20 UNIVERSAL HEALTH SERVICES  
 OF RANCHO SPRINGS, INC.;  
 21 UNIVERSAL HEALTH SERVICES  
 OF PALMDALE, INC.; CORONA  
 22 REGIONAL MEDICAL CENTER;  
 INLAND VALLEY MEDICAL  
 23 CENTER; RANCHO SPRINGS  
 MEDICAL CENTER; PALMDALE  
 24 REGIONAL MEDICAL CENTER;  
 TEMECULA VALLEY HOSPITAL;  
 25 UHS OF DELAWARE, INC.; and  
 DOES 2 to 100, inclusive,

26 Defendants.  
27

1 Plaintiffs Marlyn Sali And Deborah Spriggs (Collectively “Plaintiffs”) and  
2 Defendants Universal Health Services of Rancho Springs, Inc.; Universal Health  
3 Services of Palmdale, Inc.; Corona Regional Medical Center; Inland Valley Medical  
4 Center; Rancho Springs Medical Center; Palmdale Regional Medical Center;  
5 Temecula Valley Hospital; and UHS of Delaware, Inc. (collectively “Defendants”), by  
6 and through their respective counsel of record, hereby stipulate and agree to the  
7 following:

### 8 **Good Cause Statement**

9 1. Plaintiffs’ allegations may require disclosure of private or confidential  
10 information regarding Defendants’ purported current and/or former employees, trade  
11 secret and/or confidential business information involving Defendants’ business  
12 policies and practices that may cause harm to Defendants if made available or  
13 accessible publicly or to Defendants’ competitors. Good cause therefore exists for the  
14 issuance of this protective order which will allow the parties to engage in discovery in  
15 the above-captioned lawsuit while providing a means for limiting access to, and  
16 disclosure of, private, confidential and/or trade secret information. The purpose of  
17 this protective order is to protect the confidentiality of such materials as much as  
18 practical during the litigation.

### 19 **Definitions And Designation**

20 2. Confidential Information. “Confidential Information” is any Disclosure  
21 or Discovery Material which the designating Party considers proprietary and  
22 confidential. Such documents may include, but are not limited to, business,  
23 competitive, proprietary, trade secret or other information of a sensitive nature about  
24 the party (or of another person which information the party is under a duty to maintain  
25 in confidence), surveillance videos, store maps, manuals, written policies and  
26 procedures, training materials, criminal background check reports, drug test results,  
27 and/or inspection or accident reports. This Stipulated Protective Order is intended to  
28 cover, and apply to, not only any and all documents produced in this litigation that are

1 designated “Confidential,” and any information contained in those documents, but  
2 also any information copied or extracted therefrom, as well as all copies, excerpts,  
3 summaries, or compilations thereof.

4 3. Attorneys’ Eyes Only Information. “Attorneys’ Eyes Only Information”  
5 is defined herein as confidential information which constitutes, discloses, reveals,  
6 describes or discusses, in whole or in part, trade secrets, information about any Party’s  
7 net worth, financial statements or budgets, and at Defendants’ election, contact  
8 information of any current and former employee of Defendants, except for Plaintiffs  
9 Marlyn Sali and Deborah Spriggs.

10 4. Stamping “Confidential” or “Attorneys’ Eyes Only Information” on the  
11 cover of a multiple page document shall classify all pages of the document with the  
12 same designation unless otherwise indicated by the designating party. Marking or  
13 stamping “Confidential Information” on a label on any electronic storage medium  
14 shall designate the entire contents of such electronic storage medium as Confidential  
15 Information.

16 5. Any party that designates material as Confidential Information or  
17 Attorneys’ Eyes Only Information must take care to limit any such designation to  
18 specific material that qualifies under the appropriate standards and, where appropriate,  
19 must designate as Confidential Information or Attorneys’ Eyes Only Information only  
20 those parts of material, documents, items, or oral or written communications that  
21 qualify, so that other portions of the material, documents, items, or communications  
22 for which protection is not warranted are not unjustifiably designated as Confidential  
23 Information or Attorneys’ Eyes Only Information. Mass, indiscriminate, or routine  
24 designations of material as Confidential Information or Attorneys’ Eyes Only  
25 Information are prohibited, and designations that are shown to be clearly unjustified or  
26 that have been made for an improper purpose (i.e., to unnecessarily encumber or  
27 retard the case development process or to impose unnecessary expenses and burdens  
28 on other parties) may expose the party making such designations to sanctions.

1           **Access to Confidential Information and Attorneys' Eyes Only Information**

2           6.       Confidential Information produced or received in this action subject to  
3 this protective order shall be used solely for purposes of the prosecution and defense  
4 of the above-entitled litigation and shall not be disclosed to or discussed with any  
5 person other than: the Designating Party, its Counsel and its personnel the Court,  
6 including assigned judges, their staff, jurors and other court personnel; attorneys of  
7 record for the parties and their respective associates, paralegals, clerks, and employees  
8 involved in the conduct of this litigation and Defendants' in-house attorneys.  
9 Notwithstanding the foregoing, the following designated persons may also receive and  
10 review Confidential Information:

11           a.       Current or former employees of Defendants who may serve as  
12 witnesses, but only to the extent that the Confidential Information is directly related to  
13 their expected testimony;

14           b.       Plaintiffs Marlyn Sali and Deborah Spriggs and any other named  
15 plaintiff that may be added to the litigation;

16           c.       Any person who was involved in the preparation of the document,  
17 materials or the discovery responses containing Confidential Information or who  
18 lawfully received or reviewed the documents or to whom the Confidential Information  
19 has previously been made available other than by one receiving such Confidential  
20 Information in connection with this action;

21           d.       court reporters and videographers recording or transcribing  
22 testimony in this action;

23           e.       Retained experts who are engaged by counsel for any party to  
24 perform investigative work, factual research, or other services relating to this action;

25           f.       Mediators used to try to resolve the action;

26           g.       Any other person with the prior written consent of the designating  
27 party.

1           7.     In the absence of written permission from a Designating Party or an order  
2 of the Court, any Attorneys’ Eyes Only Information produced in this section subject to  
3 this protective order shall be used solely for purposes of the prosecution and defense  
4 of the above-entitled litigation and shall not be disclosed to or discussed with any  
5 person other than: (a) Designating Party, its Counsel and its personnel; (b) Counsel  
6 for the Receiving Party and their personnel; (c) certified court reporters taking  
7 testimony involving such Confidential or Attorneys’ Eyes Only Information and their  
8 support personnel; (d) Independent Experts (and their support personnel) who are  
9 engaged for the purpose of this action by the Party or Counsel receiving the  
10 information; (e) the individual or individuals who authored, prepared, or lawfully  
11 received the information; (f) professional vendors that provide litigation support  
12 services, and their personnel and subcontractors; (g) the Court, including assigned  
13 judges, their staff, jurors and other court personnel; and (h) any other person with the  
14 prior written consent of the designating party. However, as set forth above, this  
15 designation pursuant to this section is expressly intended to comply with Rule 1-  
16 500(A) of the California Rules of Professional Conduct, in that it does not restrict  
17 either Party’s counsel from “the practice of law,” including without limitation,  
18 providing legal advice or representation to putative class members who seek such  
19 advice and/or representation from them regarding any matter.

20           8.     Prior to reviewing any Confidential Information or Attorneys’ Eyes Only  
21 Information, any person who falls within a category identified in Paragraph 6(a)-(g)  
22 and 7(b)-(f) and (h) shall be provided a copy of this protective order and shall agree to  
23 be bound by its terms by executing the non-disclosure agreement in the form set forth  
24 in Attachment “A”.

25           9.     The parties shall retain copies of any executed non-disclosure agreements  
26 until the end of the action. In the event of a possible violation of this protective order  
27 while this action is pending, a party may request that the Court order production of the  
28 executed non-disclosure agreements for good cause. Otherwise, the non-disclosure

1 agreements are confidential and are not subject to any discovery request while the  
2 action is pending. No more than sixty (60) calendar days after the end of litigation in  
3 the action, the party who received the Confidential Information or Attorneys' Eyes  
4 Only Information shall provide copies of all executed non-disclosure agreements to  
5 the party who produced the Confidential Information or Attorneys' Eyes Only  
6 Information.

7 10. The action is at an end when all of the following that are applicable  
8 occur: (a) a final judgment has been entered by the Court or the case has otherwise  
9 been dismissed with prejudice; (b) the time for any objection to or request for  
10 reconsideration of such a judgment or dismissal has expired; (c) all available appeals  
11 have concluded or the time for such appeals has expired; and (d) any post appeal  
12 proceedings have concluded.

13 **Use of Confidential Information and Attorneys' Eyes Only Information**

14 11. Confidential Information or Attorneys' Eyes Only Information shall be  
15 used solely and exclusively for preparing for, attempting to settle, and prosecuting this  
16 case pending the completion of the judicial process, including appeal. Confidential  
17 Information or Attorneys' Eyes Only Information cannot be used for any other  
18 purpose in any other matter or proceeding for any reason whatsoever. However, this  
19 Stipulation and Protective Order is expressly intended to comply with Rule 1-500(A)  
20 of the California Rules of Professional Conduct.

21 12. Nothing in this protective order shall restrict any party's counsel from  
22 giving advice to its client with respect to this action and, in the course thereof, relying  
23 upon Confidential Information and, provided that in giving such advice, counsel shall  
24 not disclose the other party's Confidential Information or Attorneys' Eyes Only  
25 Information other than in a manner expressly provided for in this protective order.

26 13. Testimony taken at a deposition that involves Confidential Information or  
27 Attorneys' Eyes Only Information must be designated as "Confidential" or as  
28 "Attorneys' Eyes Only Information" by making a statement to that effect on the

1 record at the deposition, identifying the specific testimony or items claimed to be  
2 Confidential Information or Attorneys' Eyes Only Information. Arrangements shall  
3 be made with the deposition reporter taking and transcribing information designated  
4 as Confidential to bind separately such portions of the deposition transcript and/or to  
5 label such portions appropriately. If any portions of the deposition transcript and/or  
6 video or audio versions of the depositions contain Confidential Information or  
7 Attorneys' Eyes Only Information, or references thereto, they must be filed with the  
8 Court in compliance with this protective order.

9 14. A copy of the protective order shall be attached as an exhibit to the  
10 deposition transcript and the court reporter shall be subject to the protective order and  
11 precluded from providing the original or copies of the deposition transcript or portions  
12 thereof, any copies thereof, or portions of copies thereof, to any persons or entities  
13 other than counsel of record in the action. Any audiotape and/or videotape of said  
14 deposition shall also be subject to this protective order. The deposition videographer  
15 shall be subject to this protective order and precluded from providing the original  
16 deposition videotape or portions of the videotape to any persons or entities other than  
17 counsel of record. Any audiotape shall also be subject to this protective order and all  
18 persons shall be precluded from providing the original deposition audiotape or  
19 portions of the audiotape, to any persons or entities other than counsel of record in the  
20 action.

21 15. Only individuals permitted access to Confidential Information or  
22 Attorneys' Eyes Only Information shall attend any deposition where Confidential  
23 Information or Attorneys' Eyes Only Information is used. Individuals attending any  
24 depositions using Confidential Information or Attorneys' Eyes Only Information shall  
25 not disclose to any person any statements made by deponents at depositions that  
26 reference Confidential Information or Attorneys' Eyes Only Information unless that  
27 person is independently allowed access to the information. Nothing in this protective  
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1 order gives any individual the right to attend a deposition that they would not  
2 otherwise be entitled to attend.

3 **No Waiver and Challenges to Designation**

4 16. Whether or not any evidence or testimony is, in fact, designated as  
5 “Confidential” shall not be conclusive of whether it is lawfully entitled to trade secret  
6 or other confidentiality protections, and the failure to make such a designation shall  
7 not constitute a waiver of any such protections.

8 17. By entering into this protective order, the parties do not waive any right  
9 to challenge whether any material designated or not designated as Confidential  
10 Information or Attorneys’ Eyes Only Information is properly designated or not  
11 designated as such, and do not waive the right to challenge at any hearing, trial or  
12 other proceeding whether such information is, in fact, confidential or private. Except  
13 for good cause, a party who wishes to challenge the designation of any document as  
14 Confidential or Attorneys’ Eyes Only must notify the designating party no more than  
15 30 days after service of the disputed document on the receiving party.

16 18. The burden of persuasion in any proceeding challenging the designation  
17 of any material as Confidential Information or Attorneys’ Eyes Only Information shall  
18 be on the party making the designation. Frivolous challenges and those made for an  
19 improper purpose (i.e., to harass or impose unnecessary expenses and burdens on  
20 other parties) may expose the party making the challenge to sanctions. In the event of  
21 a challenge to the designation of material as Confidential Information or Attorneys’  
22 Eyes Only Information, all parties shall continue to treat the challenged materials as  
23 Confidential Information or Attorneys’ Eyes Only Information until the court rules on  
24 the challenge.

25 **Filing Under Seal And Handling At Hearings And Trial**

26 19. With regard to any Confidential Information or Attorneys’ Eyes Only  
27 Information to be filed with the Court, any party seeking to file such documents shall  
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1 apply to do so under seal, in accordance with Central District Local Rule 79-5 and  
2 Judge Rosenbluth's practices and procedures, available on the Court's website.

3 20. Should the need arise to offer testimony at a hearing or trial to present  
4 evidence marked as Confidential or Attorneys' Eyes Only Information that cannot be  
5 addressed through sealing the evidence, the parties will work in good faith to reach an  
6 agreement to use a redacted version of the evidence. If they cannot reach an  
7 agreement, then the designating party will be allowed an opportunity to seek an  
8 appropriate court order to appropriately restrict what Confidential Information or  
9 Attorneys' Eyes Only Information becomes public. Nothing shall prejudice any  
10 parties' rights to object to the introduction of any Confidential Information or  
11 Attorneys' Eyes Only Information into evidence, on grounds, including, but not  
12 limited to, relevance and privilege.

### 13 **Inadvertent Failure To Designate**

14 21. If, through inadvertence, any party produces or offers as testimony any  
15 Confidential Information without labeling it or otherwise designating it as such, the  
16 producing party may, at any time, give written notice designating such information as  
17 Confidential Information or Attorneys' Eyes Only Information.

### 18 **Clawback Provisions**

19 22. The parties also wish to protect certain privileged and work product  
20 documents, information, and electronically stored information against claims of  
21 waiver in the event they are produced during the course of this litigation, whether  
22 pursuant to a Court order, a discovery request or informal production.

23 23. The inadvertent production of any document in this action shall be  
24 without prejudice to any claim that such material is protected by any legally  
25 cognizable privilege or evidentiary protection including, but not limited to, the  
26 attorney-client privilege and/or the work product doctrine, and no party shall be held  
27 to have waived any rights by such inadvertent production.

1           24. If any document produced by another party is on its face subject to a  
2 legally recognizable privilege or evidentiary protection, the receiving party shall: (a)  
3 refrain from reading the document any more closely than is necessary to ascertain that  
4 it is privileged or protected; (b) immediately notify the producing party in writing that  
5 it has discovered documents believed to be privileged or protected; (c) specifically  
6 identify the documents by Bates number range or other identifying information; and  
7 (d) return all hard and soft copies of the documents and, where the documents have  
8 been transferred or stored electronically, delete the documents from the devices on  
9 which they are or were stored or accessed or otherwise make them inaccessible. The  
10 steps in this paragraph shall be completed within seven (7) days of discovery by the  
11 receiving party. The producing party shall preserve all document(s) returned under  
12 this paragraph until it confirms that there is no dispute about the privileged and/or  
13 work product nature of the document(s) or, if there is a dispute, until the privilege  
14 issue is resolved. Notwithstanding the provisions of this paragraph, the receiving  
15 party is under no obligation to search or review the producing party's documents to  
16 identify potentially privileged or work product protected documents.

17           25. Upon written notice of an unintentional production by the producing  
18 party or oral notice if notice is delivered on the record at a deposition, the receiving  
19 party must promptly return all hard and soft copies of the specified document(s).  
20 Where the document(s) have been transferred or stored electronically or are  
21 themselves privileged or attorney work product protected, the receiving party must  
22 delete the documents from the devices on which they are or were stored or accessed or  
23 otherwise make them inaccessible to the receiving party.

24           26. To the extent that the information contained in a document subject to a  
25 claim has already been used in or described in other documents generated or  
26 maintained by the receiving party, then the receiving party must delete and/or render  
27 inaccessible those portions of the document that refer to the privileged and/or work  
28 product information. If the receiving party disclosed the specified document(s) before

1 being notified of its inadvertent production, it must take reasonable steps to retrieve  
2 the document(s).

3 27. The receiving party shall have seven (7) days from receipt of notification  
4 of the inadvertent production to determine in good faith whether to contest such claim  
5 and to notify the producing party in writing of an objection to the claim of privilege  
6 and the grounds for that objection.

7 28. The receiving party's return or destruction of such privileged or protected  
8 documents as provided herein will not act as a waiver of the requesting party's right to  
9 move for the production of the returned or destroyed documents on the grounds that  
10 the documents are not in fact subject to a viable claim of privilege or protection.  
11 However, the receiving party is prohibited and estopped from arguing that the  
12 production of the documents in this matter acts as a waiver of an applicable privilege  
13 or evidentiary protection, that the disclosure of the documents was not inadvertent,  
14 that the producing party did not take reasonable steps to prevent the disclosure of the  
15 privileged documents or that the producing party failed to take reasonable steps to  
16 rectify the error.

17 29. The parties shall meet and confer within seven (7) days from the receipt  
18 of the objection notice in an effort to resolve the situation by agreement. If an  
19 agreement is not reached, the producing party may file an appropriate motion and, as  
20 part of that motion, may request to submit the specified documents to the Court under  
21 seal for a determination of the claim and will provide the Court with the grounds for  
22 the asserted privilege or protection except where such a submission would violate  
23 existing law. Any party may request expedited treatment of any request for the  
24 Court's determination of the claim. Any motion made pursuant to this paragraph must  
25 comply with Local Rule 37.

### 26 **Termination of Case**

27 30. The terms of this protective order shall survive the final termination of  
28 this action and shall be binding on all of the parties thereafter.



1 be bound by paragraphs 2-15 of this stipulation without a Court Order. If the parties  
2 are unable to secure a Protective Order from the Court, all documents marked as  
3 “confidential” or “attorney’s eyes only” will be returned to the Designating party,  
4 pending further stipulation or Court Order as to the production of the “confidential” or  
5 “attorney’s eyes only” documents.

6 35. This protective order is subject to modification by stipulation of the  
7 parties. However, no stipulated modification of the protective order will have the  
8 force or effect of a Court order without the Court’s prior approval. The Court may  
9 modify the terms and conditions of this protective order for good cause, or in the  
10 interests of justice, or on its own order at any time in these proceedings. The parties  
11 request that the Court provide them with notice of the Court's intent to modify the  
12 protective order and the content of those modifications, prior to incorporation of such  
13 modifications.

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1 Dated: October 21, 2014

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3 /s/ Khatereh Sage Fahimi  
4 STACEY E. JAMES  
5 KHATEREH SAGE FAHIMI  
6 CHRISTINA H. HAYES  
7 LITTLER MENDELSON, P.C.  
8 Attorneys for Defendants  
9 UNIVERSAL HEALTH SERVICES OF  
10 RANCHO SPRINGS, INC.;  
11 UNIVERSAL HEALTH SERVICES OF  
12 PALMDALE, INC.; CORONA  
13 REGIONAL MEDICAL CENTER;  
14 INLAND VALLEY MEDICAL  
15 CENTER; RANCHO SPRINGS  
16 MEDICAL CENTER; PALMDALE  
17 REGIONAL MEDICAL CENTER;  
18 TEMECULA VALLEY HOSPITAL; and  
19 UHS OF DELAWARE, INC.

20 Dated: October 13, 2014

21 By: /s/ Jerusalem F. Beligan  
22 BRIAN D. CHASE  
23 JERUSALEM F. BELIGAN  
24 Attorneys for Plaintiffs MARLYN  
25 SALI and DEBORAH SPRIGGS

26  
27  
28 **ORDER**

The Court, having reviewed the Parties' Joint Stipulation re Disclosure of Contact Information and Stipulated Protective Order, and GOOD CAUSE APPEARING THEREFOR, **HEREBY ORDERS** that the above Protective Order is hereby entered and approved by the Court for use in the above-captioned case.

Dated: October 27, 2014



\_\_\_\_\_  
Hon. Jean P. Rosenbluth  
UNITED STATES MAGISTRATE JUDGE

1 **ATTACHMENT A**

2 *Sali, et. al. v. Universal Health Services of Rancho Springs, Inc.*

3 Case No. 14-CV-00985 PSG (JPRx)

4 **Confidential Information and Attorneys' Eyes Only Information Non-Disclosure**  
5 **Agreement**

6 1. I have had the opportunity to review the protective order in this action,  
7 and I agree (please initial all paragraphs that apply)

8 \_\_\_\_\_ I am being provided access to Confidential Information in this matter  
9 and I am one of the following: (a) a current or former employee of Defendants who  
10 has been asked to serve as a witness on an issue related to the Confidential  
11 Information that I am receiving or being shown; (b) a named Plaintiff to the action; (c)  
12 a person who was involved in the preparation of the document, materials or the  
13 discovery responses containing Confidential Information or who lawfully received or  
14 reviewed the documents or to whom the Confidential Information has previously been  
15 made available other than by receipt of such Confidential Information in connection  
16 with this action; (d) a court reporter or videographer recording or transcribing  
17 testimony in this action; (e) an expert or consultant who has been engaged by counsel  
18 for any party to perform investigative work, factual research, or other services relating  
19 to this action; (f) a mediator used to try to resolve the action; (g) an employee or  
20 subcontractor of a professional vendor that provides litigation support services; or (h)  
21 a person who the parties to the action have agreed in writing may receive Confidential  
22 Information.

23  
24 \_\_\_\_\_ I am being provided Attorneys' Eyes Only Information in this matter  
25 and I am one of the following: (a) Counsel for the Receiving Party and their  
26 personnel; (b) a certified court reporter taking testimony involving such Attorneys'  
27 Eyes Only Information or their support personnel; (c) an Independent Expert (or their  
28 support personnel) who is engaged for the purpose of this action by the Party or

1 Counsel receiving the information; (d) the individual or individuals who authored,  
2 prepared, or lawfully received the information; (e) a professional vendor that provides  
3 litigation support services, or their personnel and subcontractors; or (f) a person with  
4 the prior written consent of the designating party.

5       2. I agree not to disclose any of the Confidential Information or Attorneys'  
6 Eyes Only Information to any third person and further agree that my use of any  
7 Confidential Information or Attorneys' Eyes Only Information shall only be for the  
8 prosecution, defenses, discovery, mediation and/or settlement of this action, and not  
9 for any other purpose. I further agree that on or before the termination or settlement  
10 of this action, I will return all Confidential Information or Attorneys' Eyes only  
11 Information which is in my possession, custody, or control to the attorneys involved in  
12 the action so that it can be returned as provided in the protective order.

13       3. By signing this Confidential Information and Attorneys' Eyes only  
14 Information Non-Disclosure Agreement, I stipulate to the jurisdiction of this Court to  
15 enforce the terms of this Agreement.

16 Dated: \_\_\_\_\_

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SIGNED

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PRINT NAME



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**ATTACHMENT B**

*Sali, et. al. v. Universal Health Services of Rancho Springs, Inc.*

Case No. 14-CV-00985 PSG (JPRx)

**Certificate of Surrender And Deletion of Confidential Information and Attorneys’  
Eyes Only Information**

The undersigned hereby represents that, pursuant to the protective order, all Confidential Information and/or Attorneys’ Eyes Only Information within the possession, custody or control of the undersigned has been returned to the producing party to the extent it could be returned either in hard or soft copy, or destroyed. The undersigned further represents that, pursuant to the protective order, and to the extent Confidential Information and/or Attorneys’ Eyes Only Information was transferred or stored electronically, all electronic versions of the material and information have been deleted from the devices on which they were stored or accessed or otherwise rendered inaccessible.

Dated: \_\_\_\_\_

\_\_\_\_\_  
SIGNED

\_\_\_\_\_  
PRINT NAME