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

MARIA CHONA RODRIGUEZ, an individual, on behalf of herself, and on behalf of all persons similarly situated,

Plaintiff,

vs.

EL TORO MEDICAL INVESTORS LIMITED PARTNERSHIP, a Limited Partnership; LIFE CARE CENTERS OF AMERICA, INC., a Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. SACV-16-00059-JLS (KESx)

**STIPULATED PROTECTIVE ORDER**

**1. A. PURPOSE AND LIMITATIONS**

Discovery in this action involves the 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, Plaintiff Maria Chona Rodriguez ("Plaintiff"), on behalf of herself and the putative class, and Defendants El Toro Medical Investors Limited Partnership

1 and Life Care Centers of America, Inc. ("Defendants") (collectively, "the Parties")  
2 hereby stipulate and petition the Court to enter the following Stipulated Protective  
3 Order. The Parties agree that this Order does not apply to documents that were filed  
4 with the Court before the date of this Order, nor does it require redaction of  
5 documents previously filed with this Court, or a related application for leave to re-  
6 file such documents under seal. The Parties further acknowledge that this Order  
7 does not confer blanket protections on all disclosures or responses to discovery and  
8 that the protection it affords from public disclosure and use extends only to the  
9 limited information or items that are entitled to confidential treatment under the  
10 applicable legal principles.

11 **B. GOOD CAUSE STATEMENT**

12 This action is likely to involve information for which special protection from  
13 public disclosure and from use for any purpose other than prosecution of this action  
14 is warranted. Such confidential information consists of confidential business or  
15 financial information, employee personnel information subject to the third-party  
16 right to privacy, confidential social security identification information, personal  
17 credit or other background information of putative class members, confidential  
18 propriety information, information otherwise generally unavailable to the public, or  
19 which may be privileged or otherwise protected from disclosure under state or  
20 federal statutes, court rules, case decisions, or common law.

21 Accordingly, to expedite the flow of information, to facilitate the prompt  
22 resolution of disputes over confidentiality of discovery materials, to adequately  
23 protect information the Parties are entitled to keep confidential, to ensure that the  
24 parties are permitted reasonable necessary uses of such material in preparation for  
25 and in the conduct of trial, to address their handling at the end of the litigation, and  
26 serve the ends of justice, a protective order for such information is justified in this  
27 matter. It is the intent of the Parties that information will not be designated as  
28 confidential for tactical reasons and that nothing be so designated without a good

1 faith belief that it has been maintained in a confidential, non-public manner, and  
2 there is good cause why it should not be part of the public record of this case.

3 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER**  
4 **SEAL**

5 The Parties further acknowledge, as set forth in Section 12.3, below, that this  
6 Stipulated Protective Order does not entitle them to file confidential information  
7 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
8 and the standards that will be applied when a Party seeks permission from the court  
9 to file material under seal.

10 There is a strong presumption that the public has a right of access to judicial  
11 proceedings and records in civil cases. In connection with non-dispositive motions,  
12 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
13 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
14 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electrics,*  
15 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders  
16 require good cause showing), and a specific showing of good cause or compelling  
17 reasons with proper evidentiary support and legal justification, must be made with  
18 respect to Protected Material that a Party seeks to file under seal. The Parties' mere  
19 designation of Disclosure or Discovery Material as "CONFIDENTIAL" or  
20 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" does not—without  
21 the submission of competent evidence by declaration, establishing that the material  
22 sought to be filed under seal qualifies as confidential, privileged, or otherwise  
23 protectable—constitute good cause.

24 Further, if a Party requests sealing related to a dispositive motion or trial, then  
25 compelling reasons, not only good cause, for the sealing must be shown, and the  
26 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
27 *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For  
28 each item or type of information, document, or thing sought to be filed or introduced

1 under seal in connection with a dispositive motion or trial, the Party seeking  
2 protection must articulate compelling reasons, supported by specific facts and legal  
3 justification, for the requested sealing order. Again, competent evidence supporting  
4 the application to file documents under seal must be provided by declaration.

5 **2. DEFINITIONS**

6 **2.1 Action:** *Maria Chona Rodriguez vs. El Toro Medical Investors Limited*  
7 *Partnership, et al.*, Case No. 8:16-cv-00059.

8 **2.2 Challenging Party:** a Party or Non-Party that challenges the  
9 designation of information or items under this Order.

10 **2.3 "CONFIDENTIAL" Information or Items:** information (regardless  
11 of how it is generated, stored or maintained) or tangible things that qualify for  
12 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
13 the Good Cause Statement.

14 **2.4 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"**  
15 **Information or Items:** extremely sensitive "Confidential Information or Items,"  
16 disclosure of which to another Party or Non-Party would create a substantial risk of  
17 serious harm that could not be avoided by less restrictive means.

18 **2.5 Counsel:** Outside Counsel of Record and House Counsel (as well as  
19 their support staff).

20 **2.6 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 **2.7 Disclosure of Discovery Material:** all items or information, regardless  
25 of 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 **2.8 Expert:** a person with specialized knowledge or experience in a matter

1 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
2 an expert witness or as a consultant in this Action.

3       2.9    **House Counsel:** attorneys who are employees of a Party to this  
4 Action. House Counsel does not include Outside Counsel of Record or any other  
5 Outside Counsel.

6       2.10   **Non-Party:** any natural person, partnership, corporation, association or  
7 other legal entity not named as a Party to this action.

8       2.11   **Outside Counsel of Record:** attorneys who are not employees of a  
9 Party to this Action but are retained to represent or advise a Party to this Action and  
10 have appeared in this Action on behalf of that Party or are affiliated with a law firm  
11 that has appeared on behalf of that Party, and includes support staff.

12       2.12   **Party:** any Party to this Action, including all of its officers, directors,  
13 employees, consultants, retained experts, and Outside Counsel of Record (and their  
14 support staffs).

15       2.13   **Producing Party:** a Party or Non-Party that produces Disclosure or  
16 Discovery Material in this Action.

17       2.14   **Professional Vendors:** persons or entities that provide litigation  
18 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
19 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
20 and their employees and subcontractors.

21       2.15   **Protected Material:** any Disclosure or Discovery Material that is  
22 designated as "CONFIDENTIAL" or as "HIGHLY CONFIDENTIAL –  
23 ATTORNEYS' EYES ONLY."

24       2.16   **Receiving Party:** a Party that receives Disclosure or Discovery  
25 Material from a Producing Party.

26 3.    SCOPE

27       The protections conferred by this Stipulation and Order cover not only  
28 Protected Material (as defined above), but also (1) any information copied or

1 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
2 compilations of Protected Material; and (3) any testimony, conversations, or  
3 presentations by Parties or their Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by the orders of the  
5 trial judge. This Order does not govern the use of Protected Material at trial.

6 4. DURATION

7 Once a case proceeds to trial, information that was designated as  
8 CONFIDENTIAL or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"  
9 or maintained pursuant to this protective order is used or introduced as an exhibit at  
10 trial becomes public and will be presumptively available to all members of the  
11 public, including the press, unless compelling reasons supported by specific factual  
12 findings to proceed otherwise are made to the trial judge in advance of the trial. *See*  
13 *Kamakana*, 447 F.3d at 1180-81 (distinguishing "good cause" showing for sealing  
14 documents produced in discovery from "compelling reasons" standard when merits-  
15 related documents are part of court record). Accordingly, the terms of this  
16 protective order do not extend beyond the commencement of the trial.

17 5. DESIGNATING PROTECTED MATERIAL

18 5.1 **Exercise of Restraint and Care in Designating Material for**  
19 **Protection.** Each Party or Non-Party that designates information or items for  
20 protection under this Order must take care to limit any such designation to specific  
21 material that qualifies under the appropriate standards. The Designating Party must  
22 designate for protection only those parts of material, documents, items or oral or  
23 written communications that qualify so that other portions of the material,  
24 documents, items or communications for which protection is not warranted are not  
25 swept unjustifiably within the ambit of this Order.

26 Mass, indiscriminate or routinized designations are prohibited. Designations  
27 that are shown to be clearly unjustified or that have been made for an improper  
28 purpose (e.g., to unnecessarily encumber the case development process or to impose

1 unnecessary expenses and burdens on other parties) may expose the Designating  
2 Party to sanctions.

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

6 **5.2 Manner and Timing of Designations.** Except as otherwise provided  
7 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
8 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
9 under this Order must be clearly so designated before the material is disclosed or  
10 produced.

11 Designation in conformity with this Order requires:

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

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

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

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

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

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

19 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

20 **6.1 Timing of Challenges.** Any Party or Non-Party may challenge a  
21 designation of confidentiality at any time that is consistent with the Court's  
22 Scheduling Order.

23 **6.2 Meet and Confer.** The Challenging Party shall initiate the dispute  
24 resolution process under Local Rule 37-1 *et seq.*

25 **6.3 The burden of persuasion in any such challenge proceeding shall be**  
26 **on the Designating Party.** Frivolous challenges, and those made for an improper  
27 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
28 parties) may expose the Challenging Party to sanctions. Unless the Designating



1 Party has waived or withdrawn the confidentiality designation, all parties shall  
2 continue to afford the material in question the level of protection to which it is  
3 entitled under the Producing Party's designation until the Court rules on the  
4 challenge.

5 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

16 7.2 **Disclosure of "CONFIDENTIAL" Information or Items.** Unless  
17 otherwise ordered by the court or permitted in writing by the Designating Party, a  
18 Receiving Party may disclose any information or item designated  
19 "CONFIDENTIAL" only to:

20 (a) the Receiving Party's Outside Counsel of Record in this Action,  
21 as well as employees of said Outside Counsel of Record to whom it is reasonably  
22 necessary to disclose the information for this Action;

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

25 (c) Experts (as defined in this Order) of the Receiving Party to  
26 whom disclosure is reasonably necessary for this Action and who have signed the  
27 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

28 (d) the court and its personnel;

1 (e) court reporters and their staff;  
2 (f) professional jury or trial consultants, mock jurors, and  
3 Professional Vendors to whom disclosure is reasonably necessary for this Action  
4 and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit  
5 A);

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

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

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

20 **7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS'**  
21 **EYES ONLY" Information or Items.** Unless otherwise ordered by the court or  
22 permitted in writing by the Designating Party, a Receiving Party may disclose any  
23 information or item designated "HIGHLY CONFIDENTIAL – ATTORNEYS'  
24 EYES ONLY" only to:

25 (a) the Receiving Party's Outside Counsel of Record in this Action,  
26 as well as employees of said Outside Counsel of Record to whom it is reasonably  
27 necessary to disclose the information for this Action;

28 (b) Experts (as defined in this Order) of the Receiving Party to

1 whom disclosure is reasonably necessary for this Action and who have signed the  
2 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

3 (c) the court and its personnel;

4 (d) court reporters and their staff;

5 (e) professional jury or trial consultants, mock jurors, and

6 Professional Vendors to whom disclosure is reasonably necessary for this Action  
7 and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit  
8 A);

9 (f) the author or recipient of a document containing the information  
10 or a custodian or other person who otherwise possessed or knew the information;

11 (g) during their depositions, witnesses, and attorneys for witnesses,  
12 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
13 Party requests that the witness sign the form attached as Exhibit A hereto; and (2)  
14 they will not be permitted to keep any confidential information unless they sign the  
15 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise  
16 agreed by the Designating Party or ordered by the court. Pages of transcribed  
17 deposition testimony or exhibits to depositions that reveal Protected Material may  
18 be separately bound by the court reporter and may not be disclosed to anyone except  
19 as permitted under this Stipulated Protective Order; and

20 (h) any mediator or settlement officer, and their supporting  
21 personnel, mutually agreed upon by any of the parties engaged in settlement  
22 discussions.

23 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
24 IN OTHER LITIGATION

25 If a Party is served with a subpoena or a court order issued in other litigation  
26 that compels disclosure of any information or items designated in this Action as  
27 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
28 ONLY" that Party must:

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

3 (b) promptly notify in writing the party who caused the subpoena or  
4 order to issue in the other litigation that some or all of the material covered by the  
5 subpoena or order is subject to this Protective Order. Such notification shall include  
6 a copy of this Stipulated Protective Order; and

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

9 If the Designating Party timely seeks a protective order, the Party served with  
10 the subpoena or court order shall not produce any information designated in this  
11 action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'  
12 EYES ONLY" before a determination by the court from which the subpoena or  
13 order issued, unless the Party has obtained the Designating Party's permission. The  
14 Designating Party shall bear the burden and expense of seeking protection in that  
15 court of its confidential material and nothing in these provisions should be construed  
16 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
17 directive from another court.

18 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
19 PRODUCED IN THIS LITIGATION

20 (a) The terms of this Order are applicable to information produced  
21 by a Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY  
22 CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced by  
23 Non-Parties in connection with this litigation is protected by the remedies and relief  
24 provided by this Order. Nothing in these provisions should be construed as  
25 prohibiting a Non-Party from seeking additional protections.

26 (b) In the event that a Party is required, by a valid discovery request,  
27 to produce a Non-Party's confidential information in its possession, and the Party is  
28 subject to an agreement with the Non-Party not to produce the Non-Party's

1 confidential information, then the Party shall:

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

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

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

10 (c) If the Non-Party fails to seek a protective order from this court  
11 within 14 days of receiving the notice and accompanying information, the Receiving  
12 Party may produce the Non-Party's confidential information responsive to the  
13 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
14 Party shall not produce any information in its possession or control that is subject to  
15 the confidentiality agreement with the Non-Party before a determination by the  
16 court. Absent a court order to the contrary, the Non-Party shall bear the burden and  
17 expense of seeking protection in this court of its Protected Material.

18 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
2 PROTECTED MATERIAL

3 When a Producing Party gives notice to Receiving Parties that certain  
4 inadvertently produced material is subject to a claim of privilege or other protection,  
5 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
6 Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
7 procedure may be established in an e-discovery order that provides for production  
8 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and  
9 (e), insofar as the parties reach an agreement on the effect of disclosure of a  
10 communication or information covered by the attorney-client privilege or work  
11 product protection, the parties may incorporate their agreement in the stipulated  
12 protective order submitted to the court.

13 12. MISCELLANEOUS

14 12.1 **Right to Further Relief.** Nothing in this Order abridges the right of  
15 any person to seek its modification by the Court in the future.

16 12.2 **Right to Assert Other Objections.** By stipulating to the entry of this  
17 Protective Order, no Party waives any right it otherwise would have to object to  
18 disclosing or producing any information or item on any ground not addressed in this  
19 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
20 ground to use in evidence of any of the material covered by this Protective Order.

21 12.3 **Filing Protected Material.** A Party that seeks to file under seal any  
22 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
23 may only be filed under seal pursuant to a court order authorizing the sealing of the  
24 specific Protected Material at issue. If a Party's request to file Protected Material  
25 under seal is denied by the court, then the Receiving Party may file the information  
26 in the public record unless otherwise instructed by the court.

27 13. FINAL DISPOSITION

28 After the final disposition of this Action, as defined in paragraph 4, within 60

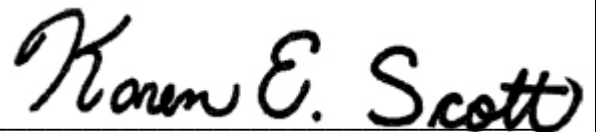
1 days of a written request by the Designating Party, each Receiving Party must return  
2 all Protected Material to the Producing Party or destroy such material. As used in  
3 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
4 summaries, and any other format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

18 14. VIOLATION

19 Any violation of this Order may be punished by appropriate measures  
20 including, without limitation, contempt proceedings and/or monetary sanctions.  
21

22 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

23  
24 DATED: April 27, 2017



25 KAREN E. SCOTT  
26 United States Magistrate Judge  
27  
28

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 [date] in the case of \_\_\_\_\_ *Maria Chona Rodriguez v. El Toro Medical*  
8 *Investors Limited Partnership, and Life Care Centers of America, Inc.* I agree to  
9 comply with and to be bound by all the terms of this Stipulated Protective Order and  
10 I understand and acknowledge that failure to so comply could expose me to  
11 sanctions and punishment in the nature of contempt. I solemnly promise that I will  
12 not disclose in any manner any information or item that is subject to this Stipulated  
13 Protective Order to any person or entity except in strict compliance with the  
14 provisions of this Order. I further agree to submit to the jurisdiction of the United  
15 States District Court for the Central District of California for enforcing the terms of  
16 this Stipulated Protective Order, even if such enforcement proceedings occur after  
17 termination of this action. I hereby appoint \_\_\_\_\_ [print  
18 or type full name] of \_\_\_\_\_ [print or type  
19 full address and telephone number] as my California agent for service of process in  
20 connection with this action or any proceedings related to enforcement of this  
21 Stipulated Protective Order.

22 Date: \_\_\_\_\_

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

24 Printed name: \_\_\_\_\_

25 Signature: \_\_\_\_\_  
26  
27  
28