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

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA, a
public trust corporation, ON BEHALF
OF UNIVERSITY OF CALIFORNIA
IRVINE MEDICAL CENTER,

Plaintiff,

v.

GLOBAL EXCEL MANAGEMENT,
INC., a Canadian for-profit corporation,
and DOES 1 THROUGH 25, inclusive,

Defendants.

Case No. 8:16-cv-01644-DOC-E

Hon. Charles F. Eick

**STIPULATED PROTECTIVE
ORDER**

I. PURPOSE

To expedite the flow of discovery materials, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect the information the parties are entitled or obligated to keep confidential, to ensure that only materials the parties are entitled or obligated to keep confidential are subject to such treatment, and to ensure that the parties are permitted reasonably necessary uses of such materials in preparation for and in the conduct of trial pursuant to Fed. R. Civ.

1 P. 26(c), the parties hereby stipulate to and petition the court to enter the following
2 Protective Order.

3
4 **II. DEFINITIONS**

5 2.1 “CONFIDENTIAL” Information or Items: information (regardless of
6 how it is generated, stored or maintained) or tangible things which contain trade secrets
7 or other confidential research, development, technical, financial, or commercial
8 information, or protected health information (as that term is defined by 45 C.F.R.
9 160.103), whether embodied in physical objects, documents, or the factual knowledge
10 of persons; and that has been so designated by the producing party, unless a Court
11 declares such information to not properly meet said descriptions.

12 2.2 “Counsel”: Outside Counsel of Record.

13 2.3 “Disclosure or Discovery Material”: All items or information,
14 regardless of the medium or manner in which it is generated, stored, or maintained
15 (including, among other things, testimony, transcripts, and tangible things), that are
16 produced or generated in disclosures or responses to discovery in this matter.

17 2.4 “Expert”: A person with specialized knowledge or experience in a
18 matter pertinent to the litigation who (1) has been retained by a Party or its counsel to
19 serve as an expert witness or as a consultant in this action, (2) is not a past or current
20 employee or a Party or of a Party’s competitor, and (3) at the time of retention, is not
21 anticipated to become an employee of a Party or a Party’s competitor.

22 2.5 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
23 Information or Items: Extremely sensitive “Confidential Information or Items,”
24 disclosure of which to another Party or Non-Party would create a substantial risk of
25 serious harm that could not be avoided by less restrictive means.

26 2.6 “Non-Party”: any natural person, partnership, corporation,
27 associations, or other legal entity not named as a party in this action.
28

1 2.7 “Outside Counsel of Record”: Attorneys who are not employees of a
2 party to this action but are retained to represent or advise a party to this action and
3 have appeared in this action on behalf of that party or are affiliated with a law firm
4 which has appeared on behalf of that party.

5 2.8 “Party”: Any party to this action, including all of its officers,
6 directors, employees, consultants, retained experts, and Outside Counsel of Record
7 (and their support staffs).

8 2.9 “Professional Vendors”: Persons or entities that provide litigation
9 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
10 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
11 their employees and subcontractors.

12 2.10 “Protected Material”: Any Disclosure or Discovery Material that is
13 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
14 ATTORNEYS’ EYES ONLY.”

15 **III. DESIGNATION OF PROTECTED INFORMATION**

16 3.1 Exercise of Restraint and Care in Designating Material for Protection.
17 Each Party or Non-Party that designates information or items for protection under this
18 Order must take care to limit any such designation to specific material that qualifies
19 under the appropriate standards. To the extent it is practical to do so, a producing
20 Party must designate for protection only those parts of material, documents, items or
21 communications that qualify – so that other portions of the material, documents, items,
22 or communications for which protection is not warranted are not swept unjustifiably
23 within the ambit of this Order. Nothing in this Order shall prevent a receiving Party
24 from contending that any or all documents or information designated as
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
26 ONLY”.

27 If it comes to a producing Party’s attention that information or items that it
28 designated for protection do not qualify for protection at all or do not qualify for the

1 level of protection initially asserted, that Party must promptly notify all other parties
2 that it is withdrawing the mistaken designation.

3 3.2 Manner and Timing of Designations. Except as otherwise provided in
4 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
5 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
6 under this Order must be clearly so designated before the material is disclosed or
7 produced.

8 Designation in conformity with this Order requires:

9 (a) for information in documentary form (e.g., paper or electronic
10 documents, but excluding transcripts of depositions or other pretrial or trial
11 proceedings), that the producing Party affix the legend “CONFIDENTIAL” or
12 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that
13 contains protected material.

14 (b) for testimony given in deposition or in other pretrial or trial proceedings,
15 that the designating Party identify on the record, before the close of the deposition,
16 hearing, or other proceeding, all protected testimony and specify the level of protection
17 being asserted. When it is impractical to identify separately each portion of testimony
18 that is entitled to protection and it appears that substantial portions of the testimony
19 may qualify for protection, the designating Party may invoke on the record (before the
20 deposition, hearing, or other proceeding is concluded) a right to have up to 30 days to
21 identify the specific portions of the testimony as to which protection is sought and to
22 specify the level of protection being asserted. Only those portions of the testimony that
23 are appropriately designated for protection within the 30 days shall be covered by the
24 provisions of this Protective Order. Alternatively, a designating Party may specify, at
25 the deposition or up to 30 days afterwards if that period is properly invoked, that the
26 entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY
27 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”
28

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

8 Transcripts containing Protected Material shall have an obvious legend on the
9 title page that the transcript contains Protected Material, and the title page shall be
10 followed by a list of all pages (including line numbers as appropriate) that have been
11 designated as Protected Material and the level of protection being asserted by the
12 designating Party. The designating Party shall inform the court reporter of these
13 requirements. Any transcript that is prepared before the expiration of a 21-day period
14 for designation shall be treated during that period as if it had been designated
15 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless
16 otherwise agreed. After the expiration of that period, the transcript shall be treated only
17 as actually designated.

18 (c) for information produced in some form other than documentary and for
19 any other tangible items, that the producing Party affix in a prominent place on the
20 exterior of the container or containers in which the information or item is stored the
21 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
22 ONLY”.

23 3.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
24 failure to designate qualified information or items does not, standing alone, waive the
25 designating Party’s right to secure protection under this Order for such material. Upon
26 timely correction of a designation, the receiving Party must make reasonable efforts
27 to assure that the material is treated in accordance with the provisions of this Order.
28

1 **IV. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 4.1 Basic Principles: A Party may use Protected Materials that is disclosed
3 or produced by another Party or Non-Party in connection with this case only for
4 prosecuting, defending or attempting to settle this litigation. Such Protected Material
5 may be disclosed only to the categories of persons and under the conditions described
6 in this Order. When the litigation has been terminated, the Parties must comply with
7 the provisions of section 8 below (Final Disposition).

8 4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
9 otherwise ordered

10 by court or permitted in writing by the designating Party, a receiving Party may
11 disclose any information or item designated “CONFIDENTIAL” only to:

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

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

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

22 (d) the Court and its personnel;

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

27 (f) during their depositions, witnesses in the action to whom disclosure is
28 reasonably necessary and who have signed the “Acknowledgment and Agreement to

1 Be Bound” (Exhibit A), unless otherwise agreed by the designating Party or ordered
2 by the court. Pages of transcribed deposition testimony or exhibits to depositions that
3 reveal Protected Material may not be disclosed to anyone except as permitted under
4 this Stipulated Protective Order.

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

7 4.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
8 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
9 writing by the designating Party, a receiving Party may disclose any information
10 or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
11 only to:

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

16 (b) Experts of the receiving Party (1) to whom disclosure is reasonably
17 necessary for this litigation, and (2) who have signed the “Acknowledgment and
18 Agreement to Be Bound” (Exhibit A).;

19 (c) the court and its personnel;

20 (d) court reporters and their staff and Professional Vendors to whom
21 disclosure is reasonably necessary for this litigation and who have signed the
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

23 (e) during their depositions, witnesses in the action who (i) are employed by
24 or affiliated with the Party that produced the subject “HIGHLY CONFIDENTIAL –
25 ATTORNEYS’ EYES ONLY” Information or Items, (ii) to whom disclosure is
26 reasonably necessary and (iii) who have signed the “Acknowledgment and Agreement
27 to Be Bound” (Exhibit A), unless otherwise agreed by the designating Party or ordered
28 by the court. Pages of transcribed deposition testimony or exhibits to depositions that

1 reveal Protected Material may not be disclosed to anyone except as permitted under
2 this Stipulated Protective Order.

3 (f) the author or recipient of a document containing the information or a
4 custodian or other person who otherwise possessed or knew the information.
5

6 **V. CHALLENGES TO PROTECTED INFORMATION DESIGNATIONS**

7 5.1 Timing of Challenges. Any Party or Non-Party may challenge a
8 designation of confidentiality at any time. A Party does not waive its right to challenge
9 a confidentiality designation by electing not to mount a challenge promptly after the
10 original designation is disclosed.

11 5.2 Meet and Confer. The challenging Party shall initiate the dispute
12 resolution process by providing written notice of each designation it is challenging and
13 describing the basis for each challenge. To avoid ambiguity as to whether a challenge
14 has been made, the written notice must recite that the challenge to confidentiality is
15 being made in accordance with this specific paragraph of the Protective Order. The
16 Parties shall attempt to resolve each challenge in good faith and must begin the process
17 by conferring (pursuant to Local Rule 37) within 14 days of the date of service of
18 notice. In conferring, the challenging Party must explain the basis for its belief that the
19 confidentiality designation was not proper and must give the designating Party an
20 opportunity to review the designated material, to reconsider the circumstances, and, if
21 no change in designation is offered, to explain the basis for the chosen designation. A
22 challenging Party may proceed to the next stage of the challenge process only if it has
23 engaged in this meet and confer process first or establishes that the designating Party
24 is unwilling to participate in the meet and confer process in a timely manner.

25 5.3 Judicial Intervention. If the Parties cannot resolve a challenge without
26 court intervention, the challenging Party shall file and serve a motion to remove
27 confidentiality in compliance with Local Civil Local Rule 37. Each such motion must
28 be accompanied by a competent declaration affirming that the movant has complied

1 with the meet and confer requirements imposed in the preceding paragraph. Any
2 motion brought pursuant to this provision must be accompanied by a competent
3 declaration affirming that the movant has complied with the meet and confer
4 requirements imposed by the preceding paragraph.

5 All parties shall continue to afford the material in question the level of
6 protection to which it is entitled under the producing Party's designation until the court
7 rules on the challenge.

8
9 **VI. SCOPE**

10 The protections conferred by this Protective Order cover not only Protected
11 Material, but also (1) any information copied or extracted from Protected Material; (2)
12 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any
13 testimony, conversations, or presentations by Parties or their Counsel that might reveal
14 Protected Material. However, the protections conferred by this Protective Order do
15 not cover the following information: (a) any information that is in the public domain
16 at the time of disclosure or becomes part of the public domain after its disclosure to a
17 receiving Party as a result of publication not involving a violation of this Order,
18 including becoming part of the public record through trial or otherwise; and (b) any
19 information known to the receiving Party prior to the disclosure or obtained by the
20 receiving Party after the disclosure from a source who obtained the information
21 lawfully and under no obligation of confidentiality to the designating Party. Any use
22 of Protected Material at trial shall be governed by a separate agreement or order.

23
24 **VII. MISCELLANEOUS PROVISIONS**

25 7.1 Right to Further Relief. Nothing in this Order abridges the right of any
26 person to seek its modification by the court in the future.

27 7.2 Right to Assert Other Objections. By stipulating to the entry of this
28 Protective Order no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in this
2 Stipulated Protective Order. Similarly, no Party waives any right to object on any
3 ground to use in evidence of any of the material covered by this Protective Order.

4 7.3 Filing Protected Material. Without written permission from the
5 designating Party or a court order secured after appropriate notice to all interested
6 persons, a Party may not file in the public record in this action any Protected Material.
7 A Party that seeks to file under seal any Protected Material must comply with the
8 procedures for seeking a court order authorizing sealing as permitted by the United
9 States District Court for the Central District of California. If an application to file
10 Protected Material under seal is denied by the court, then the Receiving Party may file
11 the Protected Material in the public record pursuant to Civil Local Rule 79-5(e) unless
12 otherwise instructed by the court.

13 7.4 Duration. Even after final disposition of this litigation, the
14 confidentiality obligations imposed by this Order shall remain in effect until a
15 designating Party agrees otherwise in writing or a court order otherwise directs. Final
16 disposition shall be deemed to be the later of (1) dismissal of all claims and defenses
17 in this action, with or without prejudice; and (2) final judgment herein after the
18 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of
19 this action, including the time limits for filing any motions or applications for
20 extension of time pursuant to applicable law.

21
22 **VIII. FINAL DISPOSITION**

23 Within 60 days after the entry of a final non-appealable judgment or order, or
24 the complete settlement of all claims asserted between the parties in this action, each
25 party shall, at its option, either return to the producing party or destroy all physical
26 objects and documents received from the producing party, which embody
27 PROTECTED INFORMATION, and shall destroy in whatever form stored or
28 reproduced, all other physical objects and documents and copies thereof, including but

1 not limited to, correspondence, memoranda, notes and other work product materials,
2 which contain or refer to PROTECTED INFORMATION; provided that all
3 PROTECTED INFORMATION, not embodied in physical objects and documents,
4 shall remain subject to this Order. Notwithstanding the foregoing, Counsel shall be
5 entitled to maintain an archival copy of all pleadings, motions, and trial briefs
6 (including all supporting and opposing papers thereto), written discovery requests and
7 responses (and exhibits thereto), deposition transcripts (and exhibits thereto), trial
8 transcripts, and exhibits offered or introduced into evidence at trial.

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IT IS SO STIPULATED.

Dated: December 12, 2016

STEPHENSON, ACQUISTO & COLMAN

/s/ Shadi Shayan

SHADI SHAYAN

Attorneys for

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA ON BEHALF OF UC
IRVINE MEDICAL CENTER

Dated: December 12, 2016

UNITED HEALTHCARE INSURANCE
COMPANY

/s/ Dan Terzian

DAN TERZIAN

Attorneys for

GLOBAL EXCEL MANAGEMENT, INC.,

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PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: 12/12/16



Hon. Charles F. Eick
United States Magistrate Judge

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ATTACHMENT A
Confidentiality Agreement

I, _____, state:

1. I reside at _____.
2. My present employer is _____.
3. My present occupation or job description is _____.
4. I have read the Stipulated Protective Order dated _____, and have been engaged as a _____ on behalf of _____ in the preparation and conduct of litigation between Plaintiff The Regents of the University of California and Defendant Global Excel Management, Inc.

5 I am fully familiar with and agree to comply with and be bound by the provisions of said Order. I understand that I am to retain all material designated as “CONFIDENTIAL” of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in a secure manner, and that all copies are to remain in my personal custody until I have completed my assigned duties, whereupon the copies and any writings prepared by me containing PROTECTED INFORMATION are to be returned to counsel who provided me with such material.

6. I will not divulge to persons other than those specifically authorized by said Order, and will not copy or use, any information obtained pursuant to said Order except solely for purposes of this action, except as provided in said Order. I also agree to notify any stenographic or clerical personnel who are required to assist me of the terms of said Order.

7. I hereby consent to personal jurisdiction and venue in the United States District Court for the Central District of California for the purposes of enforcing said Order.

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8. I state under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on _____, 201__.
