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 24 Secretary of the Department of Health and Human Services

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

27 **Prime Healthcare Services – Garden**
 28 **Grove, LLC, a limited liability**
 29 **company doing business as Garden**
 30 **Grove Hospital Medical Center,**

31 **Plaintiff**

32 **vs.**

33 **Thomas E. Price, in his official**
 34 **capacity as Secretary of the**
 35 **Department of Health and Human**
 36 **Services,**

37 **Defendant.**

Case No. SACV 17-171 DOC (AJWx)

**[PROPOSED] STIPULATED
 PROTECTIVE ORDER**

Honorable Andrew J. Wistrich

1 **IT IS HEREBY STIPULATED** by and between counsel for Plaintiff Prime
2 Healthcare Services – Garden Grove, LLC, doing business as Garden Grove
3 Hospital Medical Center (“Plaintiff”), and Defendant Thomas E. Price¹, sued in his
4 official capacity as Secretary of the U.S. Department of Health and Human
5 Services (“Defendant”), (collectively, the “Parties”), that during the pre-trial stage
6 of the above-captioned case (the “Litigation”) the following Protective Order (the
7 “Order”) shall govern the handling of Confidential Information received through
8 discovery, or the voluntary exchange of information, (“Discovery Material”) in the
9 Litigation.

10 1.1 PURPOSES AND LIMITATIONS

11 Discovery in the Litigation is likely to involve production of confidential,
12 proprietary, or private information for which special protection from public
13 disclosure and from use for any purpose other than prosecuting and defending this
14 litigation may be warranted. Accordingly, the parties hereby stipulate to and
15 petition the Court to enter the following Stipulated Protective Order. The parties
16 acknowledge that this Order does not confer blanket protections on all disclosures
17 or responses to discovery and that the protection it affords from public disclosure
18 and use extends only to the limited information or items that are entitled to
19 confidential treatment under the applicable legal principles. The parties further
20 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
21 Order does not entitle them to file confidential information under seal. Rather,
22 when the parties seek permission from the court to file materials under seal, the
23 parties must comply with C.D. Local Rule 79-5 and with any pertinent
24 orders of the assigned District Judge and Magistrate Judge. *See, e.g.*, Standing
25

26 ¹ Pursuant to Fed. R. Civ. Proc. 25(d), Thomas E. Price, who was officially
27 sworn in as the Secretary of the U.S. Department of Health and Human Services on
28 February 10, 2017, is substituted into this action for defendant Sylvia Mathews
Burwell. *See Cheney v. U.S. Dist. Court for D.C.*, 541 U.S. 913, 917 (2004)
 (“[F]ederal law provides for automatic substitution of the new officer when the
originally named officer has been replaced.”) (citing Fed. R. Civ. Proc. 25(d)).

1 Order, ¶ 9 (Docket No. 9). Nothing in this Protective Order supersedes existing
2 independent statutory, law enforcement, national security, or regulatory obligations
3 imposed on a party, and this Stipulated Protective Order does not prohibit or
4 absolve the parties from complying with such other obligations

5 1.2 GOOD CAUSE STATEMENT

6 This Litigation is likely to involve information and documents which may be
7 subject to limitations on disclosure due to federal laws, state laws, privileges
8 and/or privacy rights concerning the disclosure of confidential medical
9 information, trade secrets, or proprietary information. Accordingly, to expedite the
10 flow of information, to facilitate the prompt resolution of disputes over
11 confidentiality of discovery materials, to adequately protect information the parties
12 are entitled to keep confidential, to ensure that the parties are permitted reasonable
13 necessary uses of such material in connection with this action, to address their
14 handling at the end of the litigation, and to serve the ends of justice, a protective
15 order for such information is justified in this matter. The parties shall not designate
16 any information/documents as confidential for tactical reasons or without a good
17 faith belief that it has been maintained in a confidential, non-public manner, and
18 there is good cause or compelling reasons why it should not be part of the public
19 record of this case.

20 1.3 CONFIDENTIAL HEALTH INFORMATION

21 This Litigation involves documents and information that are likely to contain
22 certain individually identifiable health information (defined as health information
23 that is connected to a patient's name, address, social security number or other
24 identifying number). Information produced may be subject to the provisions of the
25 Privacy Act (5 U.S.C. § 552a), the HIPAA Privacy and Security Rule (45 C.F.R.
26 Parts 160, 162, 164), or the provisions of 42 U.S.C. § 1306, or there may be no
27 waiver by the patient to produce the records to any entity outside the requested or
28 subpoenaed person. The Producing Party may produce the information in an

1 unredacted form and shall designate this information as confidential in the manner
2 set forth in paragraph 5 below. All Parties receiving this designated information
3 shall not file these documents or information, submit them to the Court, or
4 reproduce their contents in any court filing unless the information is submitted for
5 filing under seal or all information that would identify the subject of the document
6 or information has been removed or redacted.

7 2. DEFINITIONS

8 2.1 Litigation: This pending federal law suit.

9 2.2 Challenging Party: A Party or Non-Party that challenges the
10 designation of information or items under this Order.

11 2.3 “Confidential” or ‘Confidential Health Information’: Information
12 (regardless of how it is generated, stored or maintained) or tangible things that
13 qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified
14 above in the Good Cause Statement and description of Confidential Health
15 Information.

16 2.4 Counsel: Government counsel, Relator’s Counsel, Defendants’
17 Outside Counsel of record and In-house counsel, as well as counsel’s support staff.

18 2.5 Designating Party: A Party or Non-Party that designates information
19 or items that it produces in disclosures or in responses to discovery as
20 “CONFIDENTIAL” or “CONFIDENTIAL HEALTH INFORMATION.”

21 2.6 Disclosure or Discovery Material: All items or information, regardless
22 of the medium or manner in which it is generated, stored, or maintained (including,
23 among other things, testimony, transcripts, and tangible things), that are produced
24 or generated in disclosures or responses to discovery in this matter.

25 2.7 Expert: A person with specialized knowledge or experience in a
26 matter pertinent to the litigation who has been retained by a Party or its counsel to
27 serve as an expert witness or as a consultant in this Litigation.

28 2.8 In-House Counsel: Attorneys who are employees of a Party to this

1 Litigation. In-House Counsel does not include Outside Counsel of Record or any
2 other outside counsel.

3 2.9 Non-Party: Any natural person, partnership, corporation, association,
4 or other legal entity not named as a Party to this Litigation.

5 2.10 Outside Counsel of Record: Attorneys who are not employees of a
6 Party to this Litigation but are retained to represent or advise a party to this
7 Litigation and have appeared in this Litigation on behalf of that Party or are
8 affiliated with a law firm which has appeared on behalf of that Party, and includes
9 support staff.

10 2.11 Party: Any party to this Litigation, including all of its officers,
11 directors, employees, consultants, retained experts, and Outside Counsel of Record
12 (and their support staffs).

13 2.12 Producing Party: A Party or Non-Party that produces Disclosure or
14 Discovery Material in this Litigation.

15 2.13 Professional Vendors: Persons or entities that provide litigation
16 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)
18 and their employees and subcontractors.

19 2.14 Protected Material: Any Disclosure or Discovery Material that is
20 designated by a party as “CONFIDENTIAL” or “CONFIDENTIAL HEALTH
21 INFORMATION.”

22 2.15 Receiving Party: A Party that receives Disclosure or Discovery
23 Material from a Producing Party.

24 3. SCOPE

25 The protections conferred by this Stipulation and Order cover not only
26 Protected Material (as defined above), but also (1) any information copied or
27 extracted from Protected Material; (2) all copies, excerpts, summaries, or
28 compilations of Protected Material; and (3) any deposition testimony,

1 conversations, or presentations by Parties or their Counsel that might reveal
2 Protected Material, other than during a court hearing or trial.

3 Any use of Protected Material during a court hearing or trial shall be
4 governed by the orders of the presiding judge. This Order does not govern the use
5 of Protected Material during a court hearing or trial.

6 4. DURATION

7 Even after final disposition of this litigation, the confidentiality obligations
8 imposed by this Order shall remain in effect until a Designating Party agrees
9 otherwise in writing or a court order otherwise directs. Final disposition shall be
10 deemed to be the later of (1) dismissal of all claims and defenses in this Litigation,
11 with or without prejudice; and (2) final judgment herein after the completion and
12 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Litigation,
13 including the time limits for filing any motions or applications for extension of
14 time pursuant to applicable law.

15 5. DESIGNATING PROTECTED MATERIAL

16 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

24 Mass, indiscriminate, or routinized designations are prohibited. Designations that
25 are shown to be clearly unjustified or that have been made for an improper purpose
26 (e.g., to unnecessarily encumber the case development process or to impose
27 unnecessary expenses and burdens on other parties) may expose the Designating
28 Party to sanctions.

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

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

(a) For information in documentary form (e.g., paper or electronic documents, but excluding electronic information produced in native form or in a format that is not amenable to visible endorsement on the image, and also excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or “CONFIDENTIAL HEALTH INFORMATION” to each page of the document that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) For electronic information that is provided in native form or a format that is not amenable to visible endorsement on the image, the file name(s) shall begin with “CONFIDENTIAL” or “CONFIDENTIAL HEALTH INFORMATION.”² The media on which the Protected Material is provided (e.g., CD, DVD, external hard drive) also must be and remain plainly labeled with “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” or “CONFIDENTIAL HEALTH INFORMATION” unless and until the protection of the data within the media is removed. Any copying or transferring of electronic

² The original metadata of the native files shall be retained pursuant to the Parties’ agreed upon ESI protocols.

1 files that are designated as Protected Material must be done in a manner that
2 maintains the protection for all copies, including, but not limited to, maintaining
3 the protection in the filename(s) and the location where the copies are stored and
4 the location where the users access the information.

5 (c) A Party or Non-Party that makes original documents available
6 for inspection need not designate them for protection until after the inspecting
7 Party has indicated which documents it would like copied and produced. During
8 the inspection and before the designation, all of the material made available for
9 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
10 identified the documents it wants copied and produced, the Producing Party must
11 determine which documents qualify for protection under this Order. Then, before
12 producing the specified documents, the Producing Party must affix the
13 “CONFIDENTIAL or CONFIDENTIAL HEALTH INFORMATION legend” to
14 each page of the document that contains Protected Material. If only a portion or
15 portions of the material on a page qualifies for protection, the Producing Party also
16 must clearly identify the protected portion(s) (e.g., by making appropriate
17 markings in the margins). If the original documents made available for inspection
18 that are designated for copying include materials produced in native file format, or
19 that are in a format that is not amenable to visible endorsement on the image, the
20 Producing Party shall comply with the direction in subparagraph (b) of this
21 Paragraph regarding their production.

22 (d) For testimony given in depositions that the Designating Party
23 identify the Disclosure or Discovery Material on the record, or by letter from
24 counsel within thirty days of receipt of the official deposition transcript or copy
25 thereof (or written notification that the transcript is available), listing the specific
26 pages and lines of the transcript and any exhibits that should be treated as
27 Protected Material. The entire deposition transcript (including any exhibits not
28 previously produced in discovery in this Litigation) shall be treated as Protected

1 Material under this Order until the expiration of the above-referenced 30-day
2 period for designation, except that the deponent (and his or her counsel, if any)
3 may review the transcript of his or her own deposition during the 30-day period
4 subject to this Order and the requirement of executing the certification attached as
5 Exhibit A. After designation of Protected Material is made, the following shall be
6 placed on the front of the original and each copy of a deposition transcript
7 containing Protected Material: “CONFIDENTIAL – SUBJECT TO PROTECTIVE
8 ORDER” or “CONFIDENTIAL HEALTH INFORMATION.” If the deposition
9 was filmed, both the recording storage medium (*i.e.* CD or DVD) and its container
10 shall be labeled “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” or
11 “CONFIDENTIAL HEALTH INFORMATION.”

12 (e) For information produced in some form other than documentary
13 and for any other tangible items, that the Producing Party affix in a prominent
14 place on the exterior of the container or containers in which the information is
15 stored the legend “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” or
16 “CONFIDENTIAL HEALTH INFORMATION.” If only a portion or portions of
17 the information warrants protection, the Producing Party, to the extent practicable,
18 shall identify the protected portion(s).

19 (f) For interrogatory answers and responses to requests for
20 admissions, designation of Protected Material shall be made by placing within each
21 interrogatory answer or response to requests for admission asserted to contain
22 Protected Material the following: “CONFIDENTIAL – SUBJECT TO
23 PROTECTIVE ORDER” or “CONFIDENTIAL HEALTH INFORMATION.”

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

1 provisions of this Order.

2 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

3 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
4 designation of confidentiality at any time that is consistent with the Court's
5 Scheduling Order.

6 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
7 resolution process under Local Rule 37.1 *et seq.*

8 6.3 The burden of persuasion in any such challenge proceeding shall be
9 on the Designating Party. Frivolous challenges, and those made for an improper
10 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
11 parties) may expose the Challenging Party to sanctions. Unless the Designating
12 Party has waived or withdrawn the confidentiality designation, all parties shall
13 continue to afford the material in question the level of protection to which it is
14 entitled under the Producing Party's designation until the Court rules on the
15 challenge.

16 6.4 After a designation as Protected Material is removed or withdrawn by
17 the Designating Party or by the Court, the Designating Party must provide to the
18 Receiving Party replacement documents, files, or information that is free from any
19 marking is or designations as Protected Material. The replacement versions shall
20 be provided in the same format as the information that is to be replaced, unless
21 otherwise agreed to by the Parties. The presumptive time for providing the
22 replacement information shall be ten days, but the Designating Party must in good
23 faith provide the information in a reasonable time, considering any agreements
24 with the Receiving Party, the volume of information to be re-produced, and the
25 nature or format of the information.

26 7. ACCESS TO AND USE OF PROTECTED MATERIAL

27 7.1 Basic Principles. A Receiving Party may use Protected Material that is
28 disclosed or produced by another Party or by a Non-Party in connection with this

1 Litigation only for prosecuting, defending, or attempting to settle this Litigation.
2 Such Protected Material may be disclosed only to the categories of persons and
3 under the conditions described in this Order. When the Litigation has been
4 terminated, a Receiving Party must comply with the provisions of section 13
5 regarding Final Disposition below.

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

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

14 (a) the Receiving Party’s Outside Counsel of Record in this
15 Litigation, as well as employees of said Outside Counsel of Record to whom it is
16 reasonably necessary to disclose the information for this Litigation;

17 (b) the officers, directors, and employees (including In-house
18 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for
19 this Litigation and who have received a copy of this Order;

20 (c) Experts (as defined in this Order) of the Receiving Party to
21 whom disclosure is reasonably necessary for this Litigation and who received a
22 copy of this Order

23 (d) the court and its personnel;

24 (e) court reporters and their staff;

25 (f) professional jury or trial consultants, mock jurors, and
26 Professional Vendors, to whom disclosure is reasonably necessary for this
27 Litigation and who have received a copy of this Order;

28 (g) witnesses and potential witnesses, including their counsel,

1 provided each such person first receives a copy of this Order;

2 (h) during their depositions, witnesses, and attorneys for witnesses,
3 in the Litigation to whom disclosure is reasonably necessary provided that (1) the
4 deposing party provides the witness with a copy of this Order; and (2) the witness
5 will not be permitted to keep any Protected Material, unless otherwise agreed by
6 the Designating Party or ordered by the court. Pages of transcribed deposition
7 testimony or exhibits to depositions that reveal Protected Material may be
8 separately bound by the court reporter and may not be disclosed to anyone except
9 as permitted under this Order; and

10 (i) any mediator, arbitrator or settlement officer, and their
11 supporting personnel, mutually agreed upon by any of the parties engaged in
12 settlement discussions.

13 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
14 PRODUCED IN OTHER LITIGATION

15 If a Party is served with a subpoena or a court order issued in other litigation
16 that compels disclosure of any information or items designated in this Litigation as
17 “CONFIDENTIAL” or “CONFIDENTIAL HEALTH INFORMATION” that Party
18 must:

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

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

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

27 If the Designating Party timely seeks a protective order, the Party served with the
28 subpoena or court order shall not produce any information designated in this

1 Litigation as “CONFIDENTIAL,” or “CONFIDENTIAL HEALTH
2 INFORMATION” before a determination by the court from which the subpoena or
3 order issued, unless the Party has obtained the Designating Party’s permission or
4 unless otherwise required by the law or court order. Absent a court order to the
5 contrary, the Designating Party shall bear the burden and expense of seeking
6 protection in that court of its confidential material and nothing in these provisions
7 should be construed as authorizing or encouraging a Receiving Party in this
8 Litigation to disobey a lawful directive from another court.

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

11 (a) The terms of this Order are applicable to information produced by a
12 Non-Party in connection with this Litigation, including the United States’
13 investigation of Relator’s allegations, and designated as “CONFIDENTIAL” or
14 “CONFIDENTIAL HEALTH INFORMATION”. Such information produced by
15 Non-Parties in connection with this litigation is protected by the remedies and
16 relief provided by this Order. Nothing in these provisions should be construed as
17 prohibiting a Non-Party from seeking additional protections.

18 (b) In the event that a Party is required, by a valid discovery request, to
19 produce a Non-Party’s confidential information in its possession, and the Party is
20 subject to an agreement with the Non-Party not to produce the Non-Party’s
21 confidential information, then the Party shall:

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

25 (2) promptly provide the Non-Party with a copy of this Order in
26 this Litigation, the relevant discovery request(s), and a reasonably specific
27 description of the information requested; and

28 (3) make the information requested available for inspection by the

1 Non-Party, if requested.

2 (c) If a Non-Party represented by counsel fails to commence the process
3 called for by Local Rules 45-1 and 37-1, *et seq.* within 14 days of receiving the
4 notice and accompanying information or fails contemporaneously to notify the
5 Receiving Party that it has done so, the Receiving Party may produce the
6 Non-Party's confidential information responsive to the discovery request. If
7 an unrepresented Non-Party fails to seek a protective order from this court within
8 14 days of receiving the notice and accompanying information, the Receiving
9 Party may produce the Non-Party's Confidential Information responsive to the
10 discovery request. If the Non-Party timely seeks a protective order, the Receiving
11 Party shall not produce any information in its possession or control that is subject
12 to the confidentiality agreement with the Non-Party before a determination by the
13 court unless otherwise required by the law or court order. Absent a court order
14 to the contrary, the Non-Party shall bear the burden and expense of seeking
15 protection in this court of its Protected Material.

16 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

17 If a Receiving Party learns that, by inadvertence or otherwise, it has
18 disclosed Protected Material to any person or in any circumstance not authorized
19 under this Order, the Receiving Party must immediately (a) notify in writing the
20 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
21 all unauthorized copies of the Protected Material, (c) inform the person or persons
22 to whom unauthorized disclosures were made of all the terms of this Order.

23 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
24 PROTECTED MATERIAL

25 When a Producing Party gives notice to Receiving Parties that certain
26 inadvertently produced material is subject to a claim of privilege or other
27 protection, the obligations of the Receiving Parties are those set forth in Federal
28 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify

1 whatever procedure may be established in an e-discovery order that provides for
2 production without prior privilege review.

3 12. MISCELLANEOUS

4 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
5 person to seek its modification by the Court in the future.

6 12.2 Right to Assert Other Objections. By stipulating to the entry of this
7 Order no Party waives any right it otherwise would have to object to disclosing or
8 producing any information or item on any ground not addressed in this Order.
9 Similarly, no Party waives any right to object on any ground to use in evidence of
10 any of the material covered by this Order.

11 12.3 Filing Protected Material. A Party that seeks to file under seal any
12 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent
13 orders of the assigned District Judge and Magistrate Judge. *See, e.g.*, Standing
14 Order, ¶ 9 (Docket No. 9). Protected Material may only be filed under seal
15 pursuant to a court order authorizing the sealing of the specific Protected Material
16 at issue. If a Receiving Party intends to file any Protected Material of a
17 Designating Party, it must provide sufficient notice to the Designating Party to
18 allow the Designating Party to timely request to file the Protected Material at issue
19 under seal. If the Designating Party's request to file Protected Material under seal
20 is denied by the court, then the Receiving Party may file the information in the
21 public record unless otherwise instructed by the court.

22 13. FINAL DISPOSITION

23 After the final disposition of this Litigation, as defined in paragraph 4,
24 within 60 days of a written request by the Designating Party, each Receiving Party
25 must return all Protected Material to the Producing Party or destroy such material.
26 As used in this subdivision, "all Protected Material" includes all copies, abstracts,
27 compilations, summaries, and any other format reproducing or capturing any of the
28 Protected Material. Whether the Protected Material is returned or destroyed, the

1 Receiving Party must submit a written certification to the Producing Party (and, if
2 not the same person or entity, to the Designating Party) by the 60 day deadline
3 that: (1) identifies (by category, where appropriate) all the Protected Material that
4 was returned or destroyed, and (2) affirms that the Receiving Party has not retained
5 any copies, abstracts, compilations, summaries or any other format reproducing or
6 capturing any of the Protected Material. Notwithstanding this provision, Counsel
7 are entitled to retain an archival copy of all pleadings, motion papers, trial,
8 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
9 and trial exhibits, expert reports, attorney work product, and consultant and expert
10 work product, even if such materials contain Protected Material. Any such archival
11 copies that contain or constitute Protected Material remain subject to this
12 Protective Order as set forth in Section 4 (DURATION). The United States
13 Attorney's Office for the Central District of California, the Civil Division of the
14 Department of Justice, and the Office of the Inspector General of the Department
15 of Health and Human Services shall each have the right to maintain one copy of
16 such documents for their master files.

17 14. DISCLOSURE TO AGENCIES OR DEPARTMENTS OF THE UNITED
18 STATES OR OF THE STATE OF CALIFORNIA

19 Nothing contained in this Order shall prevent or in any way limit or impair
20 the right of the United States or of the State of California to disclose to any agency
21 or department of the United States or of the State of California, or any division of
22 any such agency or department, designated confidential documents or
23 electronically stored information relating to any potential violation of law or
24 regulation, or relating to any matter within that agency's or department's
25 jurisdiction. Nor shall anything contained in this Order prevent or in any way limit
26 or impair the use of any such designated confidential documents or electronically
27 stored information by an agency or department in any proceeding relating to any
28 potential violation of law or regulation, or relating to any matter within that

1 agency's or department's jurisdiction, provided, however, that the agency or
2 department shall maintain the confidentiality of the designated confidential
3 documents or electronically stored information consistent with the terms of this
4 Order.

5 15. DISCLOSURES TO THE UNITED STATES CONGRESS

6 Nothing contained in this Order shall prevent or in any way limit or impair
7 the right of the United States to provide designated confidential documents or
8 electronically stored information to a Congressional entity, provided, however that
9 the United States shall notify the Congressional entity requesting the documents or
10 electronically stored information that the designated confidential documents or
11 electronically stored information have been produced pursuant to this Order and
12 shall, if there are no objections interposed by the Congressional entity requesting
13 the documents or electronically stored information, use reasonable efforts to notify
14 the Producing Party of the Congressional entity's request and the United States'
15 response thereto.

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16. Notwithstanding Section 10 of this Order, any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

Dated: August 2, 2017

Respectfully submitted,

/s/ Bryan Wong

TROY A. SCHELL
BRYAN WONG
Attorneys for Plaintiff

Dated: August 2, 2017

SANDRA R. BROWN
Acting United States Attorney
DOROTHY A. SCHOUTEN
Assistant United States Attorney
Chief, Civil Division
DAVID K. BARRETT
Assistant United States Attorney
Chief, Civil Fraud Section
LINDA A. KONTOS
Assistant United States Attorney
Deputy Chief, Civil Fraud Section

/s/ Donald W. Yoo

DONALD W. YOO
Assistant United States Attorney
Attorneys for Defendant

ORDER

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Andrew J. Wistrich

Dated: August 03, 2017

HONORABLE ANDREW J. WISTRICH
UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

The undersigned has read and understands the foregoing Protective Order (the “Protective Order”) entered by the Court in *Prime Healthcare Services – Garden Grove, LLC v. Thomas E. Price*, No. SACV 17-171 DOC (AJWx), which is currently pending in the United States District Court for the Central District of California. I understand its contents, and hereby undertake and agree to be bound by the terms of the Protective Order. Specifically and without limitation, the undersigned agrees not to use or disclose any information that is designated as subject to the Protective Order and made available to me, other than as provided by the Protective Order. The undersigned acknowledges further that my duties under the Protective Order shall survive the termination of this case and that failure to comply with the terms of the Protective Order may result in the imposition of sanctions by the Court and any other sanction authorized by law. I also hereby consent to the personal jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the aforementioned Order.

Dated: _____

Name (Print or Type)

Signature

Company (if applicable)

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