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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

BEVERLY A. RICHARDSON,
individually, and on behalf of other
members of the general public similarly
situated,

Plaintiff,

v.

AETNA HEALTH OF CALIFORNIA,
INC., a California corporation,
STRATEGIC RESOURCE COMPANY
(SRC), AN AETNA COMPANY, and
DOES 1-100, inclusive,

Defendants.

Case No.: 8:17-cv-0377 JVS (JCGx)

STIPULATED PROTECTIVE ORDER

1 IT IS HEREBY ORDERED as follows by this Court:

2
3 1. Definitions.

4 The following definitions shall apply to this Order:

5 a. "Confidential Information" shall mean any trade secrets, any
6 confidential commercial or financial information, any Confidential Health Information,
7 or any other information that any Party to the Litigation or any Producing Party may
8 reasonably characterize as confidential and that has not previously been made available
9 to the public.

10 b. "Confidential Health Information" shall constitute a subset of
11 Confidential Information, and shall mean information supplied in any form, or any
12 portion thereof, that identifies an individual or subscriber in any manner and relates to
13 the past, present, or future care, services, or supplies relating to the physical or mental
14 health or condition of such individual or subscriber, the provision of health care to
15 such individual or subscriber, or the past, present, or future payment for the provision
16 of health care to such individual or subscriber. Confidential Health Information
17 includes, but is not limited to, medical bills, claims forms, charge sheets, medical
18 records, medical charts, test results, notes, dictation, invoices, itemized billing
19 statements, remittance advice forms, explanations of benefits, checks, notices, and
20 requests, as well as any summaries or compilations of the information contained in
21 these documents, to the extent that such summaries or compilations themselves include
22 Confidential Health Information. Confidential Health Information is intended to
23 encompass all "protected health information" as such term is defined by the Standards
24 for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and
25 164, promulgated pursuant to the Health Insurance Portability and Accountability Act.

26 c. "Documents" shall mean all written records, electronically stored
27 information, or graphic material whatsoever, including, without limitation, any
28 meaning reasonably given to such term in any written discovery request.

1 d. "Legend" as used herein shall mean a stamp or similar insignia
2 stating "CONFIDENTIAL" or other appropriate term or terms connoting the
3 confidentiality of the document. When any document is designated "Confidential"
4 pursuant to this Protective Order, the Legend shall be affixed to the cover of such
5 document and to any page therein containing Confidential Information.

6 e. "Litigation" shall refer to the above-captioned matter and any
7 appeal therefrom through final judgment.

8 f. "Producing Party" shall mean any Party to the Litigation, or any
9 other person or entity producing documents, information or other materials in the
10 Litigation.

11 g. "Parties" shall mean Plaintiff Beverly A. Richardson and Defendant
12 Aetna Life Insurance Company.

13
14 2. Scope of Application.

15 This Protective Order shall govern all documents and other information and
16 materials generated or produced in response to any discovery conducted by any Party
17 to the Litigation pursuant to the Federal Rules of Civil Procedure and the Local Rules
18 of this Court. Further, this Order shall govern all documents and materials containing
19 Confidential Information that are submitted in connection with a pleading, brief, or
20 other document filed with this Court. This Order shall not govern the use or
21 admissibility of any evidence at trial or the procedures for using such documents or
22 information at trial. The Parties shall confer and attempt to agree before any hearing,
23 trial, or other proceeding on the procedures to be included in a protective order
24 pursuant to which Confidential Information may be introduced into evidence or
25 otherwise used at such hearing, trial, or other proceeding. Absent agreement, the Court
26 shall be asked to issue an order governing the use of information in the context of such
27 proceedings.

1 This Court shall retain jurisdiction to resolve all disputes relating to this
2 Protective Order. This Protective Order shall not prevent any Party from seeking to
3 amend, modify, or revise this Protective Order in the above-captioned matter.
4

5 3. Designation and Limitations on Use of Confidential Information.

6 a. Designation as “Confidential Information.” A Producing Party may
7 designate any document or portion thereof that contains Confidential Information as
8 “Confidential” pursuant to this Order by affixing the Legend as provided under
9 subparagraph 1(d) to any document containing, or that the Producing Party believes
10 contains, Confidential Information. If, through inadvertence, a Producing Party
11 produces any document or portion thereof that contains Confidential Information but
12 fails to designate the document as “Confidential” pursuant to this Order by affixing the
13 Legend as provided under paragraph 1(d), the Producing Party may subsequently
14 designate the document as “Confidential” as long as it does so within ten (10) business
15 days of production of such document. A Producing Party may also designate
16 documents as Confidential by advising counsel of record to whom the documents are
17 to be produced, in writing, of the Bates numbers of the documents that are designated
18 Confidential pursuant to this Order.

19 b. Limitations on Use of Confidential Information. All documents,
20 material, or information in this Litigation that are designated “Confidential” may be
21 used only for purposes of the conduct of this Litigation to include discovery, motions,
22 briefs, preparation for trial, trial, and on appeal, if any, and for no other purpose
23 (“Permitted Purpose”). Confidential Information and any summaries, charts or notes
24 made therefrom, and any facts or information contained therein or derived therefrom
25 and from no other source, shall be disclosed only to the Court (as provided for in
26 paragraph 8 below) and to:
27
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- (1) Parties to the Litigation and the employees, officers, agents and directors of such Parties only to the extent necessary for the Permitted Purpose;
- (2) counsel for the Parties hereto and their paralegals, litigation support staff and outside copying services, or other secretarial and clerical employees only to the extent necessary for the Permitted Purpose;
- (3) employees, officers and directors of independent contractors, experts, consultants, or advisors who are employed or retained by, or consulted about retention on behalf of, any of the Parties or counsel for the Parties hereto only to the extent necessary for the Permitted Purpose (but excluding any person directly and currently employed or engaged by a current or prospective competitor of a Party¹);
- (4) deponents and their counsel who have a reasonable need to review this material during the course of, or in connection with, depositions taken in or for the Litigation;
- (5) stenographic reporters who are involved in depositions, the trial or any hearings or proceedings before the Court in the Litigation;
- (6) third-party witnesses in the Litigation who reasonably need to review this material prior to or in connection with potential testimony in the Litigation;
- (7) the persons listed on the document as authors or recipients (including copyees);

¹ The Parties will confer regarding the identities of current or prospective competitors and will confer further in the event any issue arises concerning Confidential Material under this provision.

- 1 (8) the Court and its personnel; and
- 2 (9) any mediator or settlement officer, and their supporting
- 3 personnel, mutually agreed upon by any of the parties
- 4 engaged in settlement discussions.

5 Unless the Producing Party agrees otherwise, Confidential Information may be
6 disclosed to persons referred to in this subparagraph only after such persons have been
7 advised of the terms and operation of this Order and have agreed to be bound by its
8 terms. Persons listed in (3), (4), (6) or (9) of this paragraph shall be required to sign a
9 Written Assurance in the format attached hereto as Exhibit A prior to disclosure to
10 them of Confidential Information. A copy of each executed Written Assurance shall
11 be retained by counsel of record for the Party obtaining the Written Assurance. A
12 Party may make such application to the Court for disclosure of a copy of the executed
13 Written Assurance(s) and the Court will grant such an application upon good cause
14 shown, except that a Party need not disclose a copy of an executed Written Assurance
15 if doing so would tend to reveal the identities of experts retained by a Party the
16 disclosure of whom is not required by the Federal Rules of Civil Procedure, unless
17 ordered by the Court. This subparagraph shall not prevent a Producing Party from
18 disclosing its own Confidential Information to any person, including its counsel and
19 their partners, associates, paralegals, and clerical and litigation support personnel.

20 c. Treatment of Confidential Health Information. Confidential Health
21 Information shall constitute a subset of Confidential Information, and shall be
22 designated as Confidential and subject to all other terms and conditions governing the
23 treatment of Confidential Information, as set forth in subparagraphs (a)-(b) of this
24 paragraph. “Confidential Health Information” shall include, but is not limited to,
25 records that contain any of the following subscriber, patient, or member identifiers:

- 26 (1) names;
- 27 (2) all geographic subdivisions smaller than a State, including
- 28 street address, city, county, precinct, and zip code;

- 1 (3) all elements of dates (except year) for dates directly related to
- 2 an individual, including birth date, admission date, discharge
- 3 date, age, and date of death;
- 4 (4) telephone numbers;
- 5 (5) fax numbers;
- 6 (6) electronic mail addresses;
- 7 (7) social security numbers;
- 8 (8) medical record numbers;
- 9 (9) health plan beneficiary numbers;
- 10 (10) account numbers;
- 11 (11) certificate/license numbers;
- 12 (12) vehicle identifiers and serial numbers, including license plate
- 13 numbers;
- 14 (13) device identifiers and serial numbers;
- 15 (14) web universal resource locators (“URLs”);
- 16 (15) internet protocol (“IP”) address numbers;
- 17 (17) biometric identifiers, including finger and voice prints;
- 18 (18) full face photographic images and any comparable images;
- 19 and
- 20 (19) any other unique identifying number, characteristic, or code.

21 The Producing Party may, but is not required to, redact the above identifiers in
22 order to protect the privacy of its members, subscribers, or patients, but only to the
23 extent such redaction does not result in prejudice to another Party in the Litigation.
24 This subparagraph shall not prevent a Producing Party from disclosing its own
25 Confidential Health Information to any person, including its counsel and their partners,
26 associates, paralegals, and clerical and Litigation support personnel.

27 However, nothing in this Joint Stipulated Protective Order Permits a Party to
28 withhold the identity and contact information (names, addresses, telephone numbers,

1 fax numbers and electronic mail addresses) of any witnesses. The identity and contact
2 information of putative class members in the possession of Defendant will be
3 separately addressed by the Parties and/or the Court, and by entering into this
4 protective order, none of the Parties waive (and they expressly reserve all of) their
5 respective rights, contentions, and/or objections regarding the disclosure of putative
6 class member identifying and contact information.

7
8 4. Designation of Documents Produced by Third Parties.

9 Any Party may designate as “Confidential” any document that is produced or
10 disclosed without such designation by any third party, within ten (10) business days of
11 production of such document (or such other time as may be agreed), provided that such
12 document contains Confidential Information of a designating Party and was given to
13 the non-Party on a confidential basis, in the following manner:

14 a. Parties to the Litigation may designate such document by sending
15 written notice of such designation, accompanied by copies of the designated document
16 bearing the Legend, to all other Parties in possession or custody of such previously
17 undesignated document or by reference to a Bates number of the document. Any Party
18 receiving such notice and copy of the designated document pursuant to this
19 subparagraph shall, within ten (10) business days of receipt of such notice (or such
20 other time as may be agreed), return to the designating Party all undesignated copies of
21 such document in their custody or possession, or alternately shall affix the Legend to
22 all copies of such designated document in their custody or possession.

23 b. Upon notice of designation pursuant to this paragraph, Parties shall
24 also: (i) make no further disclosure of such designated document or information
25 contained therein except as allowed under this Order; (ii) take reasonable steps to
26 notify any persons who were provided copies of such designated document of the
27 terms of this Order; and (iii) take reasonable steps to reclaim any such designated
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1 document in the possession of any person not permitted access to such information
2 under the terms of this Order.

3 c. The Parties shall serve a copy of this Order simultaneously with
4 any discovery request made to a non-Party. For any discovery that was served on a
5 non-Party prior to the date of this Protective Order, the Party who served the discovery
6 shall provide the non-Party with a copy of this Protective Order within five (5)
7 business days of the date this Order is entered by the Court.

8
9 5. Designation of Transcripts.

10 a. In the case of Confidential Information revealed during a deposition
11 or hearing, if designation of a portion of a transcript, including exhibits, is made by a
12 statement by counsel on the record, or is otherwise made before the stenographer
13 transcribing such deposition or hearing has disseminated to counsel for the Parties the
14 transcript thereof, the stenographer shall affix the appropriate Legend to the cover page
15 and all appropriate pages of the transcript, and to each copy thereof.

16 b. If a deposition or hearing transcript has not previously been
17 designated as “Confidential” prior to its preparation by the stenographer, counsel for a
18 Party may alternatively designate a deposition or hearing transcript or a portion
19 thereof, disclosing, containing or referring to any Confidential Document or
20 Confidential Information hereunder as “Confidential” by informing counsel for all
21 other Parties to this action in writing within ten (10) business days after receipt of the
22 transcript (or such other time as may be agreed), as to the specific pages deemed
23 Confidential, and thereafter such pages shall constitute Confidential Documents
24 pursuant to this Order. Upon receipt of such notice, any Party in possession of copies
25 of such designated transcript shall affix the appropriate Legend thereto. Until the
26 receipt of such designation, the transcript shall be presumed to not contain Confidential
27 Information.

1 6. Copies.

2 All copies of any Confidential Documents shall also constitute and be treated as
3 Confidential Documents as provided in this Order. Any person making, or causing to
4 be made, copies of any Confidential Documents shall make certain that each such copy
5 bears the Legend pursuant to the requirements of this Order. Nothing herein shall
6 preclude any arrangement among the Parties by which documents or other materials
7 may be copied by the Producing Party.

8
9 7. Filing Confidential Information With Redactions and Under Seal.

10 Confidential Information may be referred to in interrogatories, interrogatory
11 answers, motions, briefs, or other papers filed with the Court and may be used in
12 depositions, oral arguments, or at trial in this action, either as exhibits or as the basis
13 for questions. In any motion, brief, or other papers filed with the Court referring to
14 Confidential Information, any document or paper that contains Confidential
15 Information shall be filed with an Application for Leave to File Under Seal, pursuant
16 Local Rule 79-5 of the Local Rules of the United States District Court, Central District
17 of California. In addition, the Party filing the document or paper with the Court shall
18 endeavor to redact or otherwise exclude from the filing any Confidential Information
19 not directly pertinent to that Party's filing, pursuant to Local Rule 5.2-1 of this District
20 Court.

21
22 8. Objections to Designation.

23 Any Party (the "Requesting Party") may request in writing that any information
24 or document designated as "Confidential" be released from the requirements of this
25 Stipulated Protective Order, and, unless otherwise agreed in writing, the Producing
26 Party shall meet and confer with the Requesting Party within fifteen (15) business days
27 of a written request. The written request shall specifically identify the information or
28 document challenged by the Requesting Party (by Bates numbers) and include a

1 statement of the legal or factual basis for each objection. If an agreement cannot be
2 reached by negotiation and the Court has not provided for a different procedure to
3 handle such disputes, then the Producing Party must make an application within twenty
4 (20) business days of the meet and confer session for a ruling from the Court on the
5 continued application of the “Confidential” designation of such information or
6 document. In the event that such application is made, the information or document
7 shall be submitted to the Court under seal for the Court’s review, and the terms of this
8 Stipulated Protective Order shall continue to apply to such information or document
9 until the Court rules on the application. If such an application is not made by that time,
10 the document or information in dispute shall no longer be deemed as Confidential
11 Information.

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13 9. Objections Not Waived.

14 Notwithstanding anything to the contrary contained herein, all objections,
15 including any discovery or evidentiary objections, are reserved and are not waived by
16 any terms of this Order.

17
18 10. Subpoena of Confidential Documents.

19 If at any time any document or information protected by this Order is
20 subpoenaed by any court, administrative or legislative body, or is requested by any
21 other person or entity purporting to have authority to require the production of such
22 information, the Party to whom the subpoena or other request is directed shall
23 immediately give written notice thereof to any Producing Party that has designated
24 such information “Confidential,” so as to advise such person of the need to promptly
25 obtain a protective order or a notice to quash the subpoena if the Producing Party
26 believes such is necessary. The burden shall be on the Producing Party to timely file a
27 motion for protective order to quash. During the pendency of any such motion, the
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1 Parties in possession of Confidential Information shall not produce the Confidential
2 Information.

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4 11. Continuation of Protection After Disposition.

5 a. The termination of proceedings in the Litigation shall not relieve
6 the Parties from the obligation of maintaining the confidentiality of all Confidential
7 Documents and Confidential Information produced and designated pursuant to this
8 Order, unless the Court orders or permits otherwise. This Court shall retain continuing
9 jurisdiction beyond the conclusion of this Litigation, including without limitation
10 during any appeal, to enforce the provisions of this Order, pursuant to its contempt
11 powers and with all other powers provided for in this Order.

12 b. Upon the final disposition of the Litigation, and a written notice
13 from the Producing Party in that matter, the attorneys for the other Parties shall, at their
14 option, either (a) return to the Producing Party from whom it was obtained any
15 document that has been designated “Confidential” and copies thereof, including any
16 such copies disclosed to persons identified in subparagraph 3(b), within thirty (30)
17 business days; or (b) destroy all documents that have been designated “Confidential”
18 and provide a certification of the steps taken to that effect within thirty (30) business
19 days. Notwithstanding this provision, the Parties to the Litigation may keep a
20 complete set of deposition transcripts, all documents filed or lodged with the Court,
21 that may include documents designated “Confidential”, and any attorney work product,
22 provided such information is stored in a manner so as to preserve its confidentiality.

23
24 12. Notices.

25 All notices that this Order requires to be sent to a particular Party shall be mailed
26 via overnight mail to counsel for that Party at the address listed on the ECF Civil
27 Docket Page for this case.

28 13. Inadvertent Production

1 If a Producing Party inadvertently produces any Confidential Information or
2 other privileged or protected material, and that Party provides a Notice of Inadvertently
3 Produced Material to the other Parties to the Litigation, the other Parties shall respond
4 in a reasonable time and manner by returning, destroying, or stamping such Documents
5 or information as appropriate in response to the Producing Party's notice.
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7 14. This Stipulated Protective Order supersedes any prior stipulations or
8 orders regarding protected or confidential information in this action.
9

10 IT IS SO ORDERED.
11

12
13 DATED: September 14, 2017



Hon. Jay C. Gandhi
United States Magistrate Judge

EXHIBIT A

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

BEVERLY A. RICHARDSON,
individually, and on behalf of other
members of the general public similarly
situated,

Plaintiff,

v.

AETNA HEALTH OF CALIFORNIA,
INC., a California corporation,
STRATEGIC RESOURCE COMPANY
(SRC), AN AETNA COMPANY, and
DOES 1-100, inclusive,

Defendants.

Case No.: 8:17-cv-0377 JVS (JCGx)

**ACKNOWLEDGMENT REGARDING
STIPULATED PROTECTIVE ORDER**

I, _____, hereby declare that:

1. I have received a copy of the Stipulated Protective Order in the above-captioned action. I have carefully read and understand the provisions of the Stipulated Protective Order.

2. I agree that I will be bound by and will comply with all provisions of the Stipulated Protective Order in my treatment of Confidential Material designated, marked, or otherwise indicated to me to be "Confidential." I will hold in confidence and will not disclose to anyone any Confidential Material, including copies, summaries, abstracts, excerpts, indexes or descriptions thereof, except pursuant to the terms of the Stipulated Protective Order. I agree that I will only use such information for purposes of this action and not for any business or competitive purpose.

3. I will return all Confidential Material that comes into my possession, and all documents and things that I have prepared relating to or reflecting such information, to outside counsel for the party by whom I am employed or retained or

1 from whom I received such material within thirty (30) days of termination of this
2 action by settlement or final judgment, including exhaustion of all appeals, or within
3 thirty (30) days of the conclusion of my involvement in the action, whichever is
4 sooner.

5 4. I agree to submit to the jurisdiction of this Court for the purpose of
6 enforcement of the Stipulated Protective Order.

7 5. I state under penalty of perjury that the foregoing is true and correct.
8

9 Executed on _____.

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11 _____
12 [Signature]
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