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5 UNITED STATES DISTRICT COURT  
6 CENTRAL DISTRICT OF CALIFORNIA  
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8 *In Re: Ambry Genetics Data Breach*  
9 *Litigation*

Case No. 8:20-cv-00791 CJC (KESx)

STIPULATED PROTECTIVE  
ORDER

10 This Documents Relates To: All  
11 Cases  
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13  
14 **A. PURPOSES AND LIMITATIONS**

15 Discovery in this action is likely to involve production of confidential,  
16 proprietary, or private information for which special protection from public disclosure  
17 and from use for any purpose other than prosecuting this litigation may be warranted.  
18 Moreover, the information likely to be the subject of disclosures and discovery involves  
19 unique risks related to privacy, data security, and data management that will likely be  
20 greater than in most cases. Accordingly, the parties hereby stipulate to and petition the  
21 Court to enter the following Stipulated Protective Order. The parties acknowledge that  
22 this Order does not confer blanket protections on all disclosures or responses to  
23 discovery and that the protection it affords from public disclosure and use extends only  
24 to the limited information or items that are entitled to confidential treatment under the  
25 applicable legal principles. The parties further acknowledge, as set forth in Section 12.3,  
26 below, that this Stipulated Protective Order does not entitle them to file confidential  
27 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
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1 followed and the standards that will be applied when a party seeks permission from the  
2 court to file material under seal.

3 **B. GOOD CAUSE STATEMENT**

4 This action is likely to involve personally identifying information, protected  
5 health information, data security information, trade secrets, other valuable research,  
6 development, commercial, financial, technical and/or proprietary information for which  
7 special protection from public disclosure and from use for any purpose other than  
8 prosecution of this action is warranted. Such confidential and proprietary materials and  
9 information are not otherwise generally available to the public, and may be privileged  
10 or otherwise protected from disclosure under state or federal statutes, court rules, case  
11 decisions, or common law. Accordingly, to expedite the flow of information, to  
12 facilitate the prompt resolution of disputes over confidentiality of discovery materials,  
13 to adequately protect information the parties are entitled to keep confidential, to ensure  
14 that the parties are permitted reasonable necessary uses of such material in preparation  
15 for and in the conduct of trial, to address their handling at the end of the litigation, and  
16 serve the ends of justice, a protective order for such information is justified in this  
17 matter. It is the intent of the parties that information will not be designated as  
18 confidential for tactical reasons and that nothing be so designated without a good faith  
19 belief that it has been maintained in a confidential, non-public manner, and there is good  
20 cause why it should not be part of the public record of this case.

21 **C. DEFINITIONS**

- 22 1. Action: this pending federal lawsuit and all consolidated or related actions.  
23 2. Challenging Party: a Party or Non-Party that challenges the designation of  
24 information or items under this Order.  
25 3. “CONFIDENTIAL” Information or Items: information (regardless of how  
26 it is generated, stored or maintained) or tangible things that qualify for protection under  
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1 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
2 Statement.

3 4. “CONFIDENTIAL HEALTH INFORMATION”: information (regardless  
4 of how it is generated, stored or maintained) that a Party (or Parties) determine might  
5 contain sensitive personal health information. CONFIDENTIAL HEALTH  
6 INFORMATION is also intended to encompass any individual health information  
7 protected by state or federal law, including, but not limited to, Protected Health  
8 Information as defined below.

9 a. Protected Health Information: Protected Health Information, as used  
10 herein, has the same scope and definition as set forth in 45 C.F.R. § 160.103. Without  
11 limiting the generality of the foregoing, Protected Health Information includes, but is  
12 not limited to, health information, including demographic information, relating to the  
13 past, present, or future physical or mental health or condition of an individual; the  
14 provision of health care to an individual; or the past, present, or future payment for the  
15 provision of health care to an individual, which identifies or reasonably could be  
16 expected to identify the individual. It also includes, but is not limited to, medical bills,  
17 claims forms, charges sheets, medical records, medical charts, genetic information, test  
18 results, notes, dictation, invoices, itemized billing statements, remittance advice forms,  
19 explanation of benefits, checks, notices, and requests, and includes all notes,  
20 summaries, compilations, extracts, abstracts, or oral communications that are based on  
21 or derived from Protected Health Information, regardless of form or format. Protected  
22 Health Information also includes information that contains the following identifiers of  
23 an individual or of a relative, employer, or household member of an individual, to the  
24 extent it is linked to Protected Health Information as defined in 45 C.F.R. § 160.103:

- 25 i. names;
- 26 ii. all geographic subdivisions smaller than a State, including  
27 street address, city, county, precinct, and zip code;

1                   iii.       all elements of dates (except year) for dates directly related to  
2 an individual, including birth date, admission date, discharge date, age, and date of  
3 death;

4                   iv.       telephone numbers;

5                   v.        fax numbers;

6                   vi.       electronic mail addresses;

7                   vii.     social security numbers;

8                   viii.    medical record numbers;

9                   ix.      health plan beneficiary numbers;

10                  x.      account numbers;

11                  xi.     certificate/license numbers;

12                  xii.    vehicle identifiers and serial numbers, including license plate  
13 numbers;

14                  xiii.   device identifiers and serial numbers;

15                  xiv.    web universal resource locators (“URLs”);

16                  xv.    internet protocol (“IP”) address numbers;

17                  xvi.    biometric identifiers, including finger and voice prints;

18                  xvii.   full face photographic images and any comparable images;

19                  xviii.   any other unique identifying number, characteristic, or code;  
20 and

21                  xix.    any other information that the Producing Party knows could  
22 be used alone or in combination with other information to identify the individual who  
23 is the subject of the information.

24           5.    Counsel (without any qualifier): Outside Counsel of Record and House  
25 Counsel (as well as their support staff).

26           6.    Designating Party: a Party or Non-Party that designates information or  
27 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL”  
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1 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or  
2 “CONFIDENTIAL HEALTH INFORMATION.”

3 7. Disclosure or Discovery Material: all items or information, regardless of  
4 the medium or manner in which it is generated, stored, or maintained (including, among  
5 other things, testimony, transcripts, and tangible things), that are produced or generated  
6 in disclosures or responses to discovery in this matter.

7 8. Expert: a person with specialized knowledge or experience in a matter  
8 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
9 expert witness or as a consultant in this Action.

10 9. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”:  
11 Extremely sensitive “Confidential Information or Items,” the disclosure of which to  
12 another Party or Non-Party would create substantial risk of serious harm that could not  
13 be avoided by less restrictive means, including, but not limited to, highly sensitive and  
14 competitive technical information related to a Party’s, or a Party’s parent’s, subsidiary’s  
15 or affiliate’s, information security and management.

16 10. House Counsel: attorneys who are employees of a party to this Action.  
17 House Counsel does not include Outside Counsel of Record or any other outside  
18 counsel.

19 11. Non-Party: any natural person, partnership, corporation, association, or  
20 other legal entity not named as a Party to this action.

21 12. Outside Counsel of Record: attorneys who are not employees of a party to  
22 this Action but are retained to represent or advise a party to this Action and have  
23 appeared in this Action on behalf of that party or are affiliated with a law firm which  
24 has appeared on behalf of that party, and includes support staff.

25 13. Party: any party to this Action, including all of its officers, directors,  
26 employees, consultants, retained experts, and Outside Counsel of Record (and their  
27 support staffs).

1           14.    PII: Personally Identifiable Information, which, for purposes of this Order,  
2 includes, but is not limited to payment card numbers, financial account numbers, social  
3 security numbers, addresses, phone numbers, e-mail addresses, driver’s license  
4 numbers or other state identification numbers, employer identification numbers, tax  
5 identification numbers, passport numbers, or a foreign government equivalent of any of  
6 these numbers or identifiers, or other personal financial information pertaining to an  
7 individual that is not directly relevant to the claims or defenses in this lawsuit. PII  
8 qualifies for protection as Confidential Information within the meaning of this Order,  
9 at a minimum.

10           15.    Producing Party: a Party or Non-Party that produces Disclosure or  
11 Discovery Material in this Action.

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

16           17.    Protected Material: any Disclosure or Discovery Material that is  
17 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
18 EYES ONLY” or “CONFIDENTIAL HEALTH INFORMATION.”

19           18.    Receiving Party: a Party that receives, either directly, indirectly, or through  
20 counsel, Disclosure or Discovery Material from a Producing Party.

21    **D.   SCOPE**

22           The protections conferred by this Stipulation and Order cover not only Protected  
23 Material (as defined above), but also (1) any information copied or extracted from  
24 Protected Material; (2) all hard and electronic copies, excerpts, derivations, summaries,  
25 or compilations of Protected Material; and (3) any testimony, conversations, or  
26 presentations by Parties or their Counsel that might reveal Protected Material. However,  
27 the protections conferred by this Order do not cover the following information: (a) any  
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1 information that is in the public domain at the time of disclosure to a Receiving Party,  
2 excluding any information that came into the public domain as a result of a violation of  
3 law or of this Order; and (b) any information that becomes part of the public domain  
4 after its disclosure to a Receiving Party as a result of publication not involving a  
5 violation of this Order, including becoming part of the public record through trial or  
6 otherwise. Notwithstanding the foregoing, any information that meets the definition of  
7 “CONFIDENTIAL HEALTH INFORMATION” or “PII” shall under no circumstances  
8 lose the protection afforded to it under this Order on the basis that the information is in  
9 the public domain. Any use of Protected Material at trial shall be governed by the orders  
10 of the trial judge, or as otherwise agreed to by the Parties. This Order does not govern  
11 the use of Protected Material at trial.

12 **E. DURATION**

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

20 **F. ADDITIONAL SAFEGUARDS CONFIDENTIAL HEALTH**  
21 **INFORMATION AND PII**

22 The Parties also seek to ensure that any person who receives and stores  
23 CONFIDENTIAL HEALTH INFORMATION or PII in connection with this  
24 Proceeding will develop, implement, maintain, and use appropriate administrative,  
25 technical, and physical safeguards to preserve the privacy, integrity, and confidentiality  
26 of any CONFIDENTIAL HEALTH INFORMATION and PII, and to prevent  
27 unpermitted use or disclosure of any CONFIDENTIAL HEALTH INFORMATION or  
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1 PII they may receive from any person in connection with this Proceeding. Accordingly,  
2 to the extent practicable within the time constraints for producing discovery, the  
3 Producing Party should inform the Receiving Party that it will be producing categories  
4 of documents that may contain CONFIDENTIAL HEALTH INFORMATION or PII  
5 and the nature of that information in advance of the production, so that the Receiving  
6 Party can determine whether receipt of that CONFIDENTIAL HEALTH  
7 INFORMATION or PII is necessary, and be prepared to receive it, and so that the  
8 Parties can meet and confer to discuss next steps as needed. CONFIDENTIAL  
9 HEALTH INFORMATION and PII will be securely returned or destroyed pursuant to  
10 the provisions of Section 13 below.

11 CONFIDENTIAL HEALTH INFORMATION and PII does not include any  
12 document or information in which the Producing Party has redacted the identifiers listed  
13 above and does not have actual knowledge that the information could be used alone or  
14 in combination with other information to identify an individual who is the subject of the  
15 information. A Producing Party may, but is not required to, perform such redactions  
16 before producing documents that originally contained CONFIDENTIAL HEALTH  
17 INFORMATION or PII so long as the redactions do not result in prejudice to another  
18 Party. Under no circumstances are block redactions permitted—any redactions of  
19 Confidential Health Information or PII must solely redact the unique identifiers listed  
20 above. Any such redacted document or information may nevertheless be Protected  
21 Material under other terms of this Order. To the extent a Producing Party produces a  
22 document reflecting the Confidential Health Information or PII of a Receiving Party,  
23 such information shall not be redacted.

24 **G. DESIGNATING PROTECTED MATERIAL**

25 1. Exercise of Restraint and Care in Designating Material for Protection.  
26 Each Party or Non-Party that designates information or items for protection under this  
27 Order must take care to limit any such designation to specific material that qualifies  
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1 under the appropriate standards. To the extent it is practical to do so, the Designating  
2 Party must designate for protection only those parts of material, documents, items, or  
3 oral or written communications that qualify – so that other portions of the material,  
4 documents, items, or communications for which protection is not warranted are not  
5 swept unjustifiably within the ambit of this Order.

6 Mass, indiscriminate, or routinized designations are prohibited, unless agreed  
7 upon by the Parties. Designations that are shown to be clearly unjustified or that have  
8 been made for an improper purpose (*e.g.*, to unnecessarily encumber or hinder the case  
9 development process or to impose unnecessary expenses and burdens on other parties)  
10 expose the Designating Party to sanctions.

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

14 2. Manner and Timing of Designations. Except as otherwise provided in this  
15 Order (*see, e.g.*, second paragraph of section 6.2(a) below), or as otherwise stipulated  
16 or ordered, Disclosure or Discovery Material that qualifies for protection under this  
17 Order must be clearly so designated before the material is disclosed or produced.

18 Designation in conformity with this Order requires:

19 a. for information in documentary form (*e.g.*, paper or electronic  
20 documents, but excluding transcripts of depositions or other pretrial or trial  
21 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or  
22 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “CONFIDENTIAL  
23 HEALTH INFORMATION” (hereinafter “CONFIDENTIAL legend”), to each page  
24 that contains protected material. If only a portion or portions of the material on a page  
25 qualifies for protection, the Producing Party also must clearly identify the protected  
26 portion(s) (*e.g.*, by making appropriate markings in the margins) and must specify, for  
27 each portion, the level of protection being asserted.

1 A Party or Non-Party that makes original documents or materials available for  
2 inspection need not designate them for protection until after the inspecting Party has  
3 indicated which material it would like copied and produced. During the inspection and  
4 before the designation, all of the material made available for inspection shall be deemed  
5 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” and “CONFIDENTIAL  
6 HEALTH INFORMATION.” After the inspecting Party has identified the documents  
7 it wants copied and produced, the Producing Party must determine which documents,  
8 or portions thereof, qualify for protection under this Order. Then, before producing the  
9 specified documents, the Producing Party must affix the appropriate legend  
10 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
11 ONLY” or “CONFIDENTIAL HEALTH INFORMATION”) to each page that contains  
12 Protected Material. If only a portion or portions of the material on a page qualifies for  
13 protection, the Producing Party also must clearly identify the protected portion(s) (*e.g.*,  
14 by making appropriate markings in the margins and must specify, for each portion, the  
15 level of protection being asserted).

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

4 A Party shall give the other Parties notice if it reasonably expects a deposition,  
5 hearing or other proceeding to include Protected Material so that all Parties can ensure  
6 that only authorized individuals who have signed the “Acknowledgment and Agreement  
7 to Be Bound” (Exhibit A) are present at those proceedings, excepting from such  
8 signature requirement a Party’s insurer representative. The use of a document as an  
9 exhibit at a deposition shall not in any way affect its designation as “CONFIDENTIAL”  
10 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or  
11 “CONFIDENTIAL HEALTH INFORMATION.”

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

22 c. for information produced in some form other than documentary and  
23 for any other tangible items, that the Producing Party affix in a prominent place on the  
24 exterior of the container or containers in which the information or item is stored the  
25 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
26 ONLY” or “CONFIDENTIAL HEALTH INFORMATION.” If only a portion or  
27 portions of the information or item warrant protection, the Producing Party, to the extent  
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1 practicable, shall identify the protected portion(s) and specify the level of protection  
2 being asserted.

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

## 8 **H. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

9 1. Timing of Challenges. Any Party or Non-Party may challenge a  
10 designation of confidentiality at any time that is consistent with the Court's Scheduling  
11 Order. Unless a prompt challenge to a Designating Party's confidentiality designation  
12 is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
13 burdens, or a significant disruption or delay of the litigation, a Party does not waive its  
14 right to challenge a confidentiality designation by electing not to mount a challenge  
15 promptly after the original designation is disclosed. Challenges and designations may  
16 be based on the express provisions of this Order, as well as any applicable state or  
17 federal statutes, court rules, case decisions, or common law. A Challenging Party may  
18 also challenge a Designating Party's confidentiality designation on the ground that the  
19 information is in the public domain at the time of disclosure to a Receiving Party, unless  
20 that information came into the public domain as a result of a violation of law or of this  
21 Order.

22 2. Meet and Confer. The Challenging Party shall initiate the dispute  
23 resolution process under Local Rule 37.1 *et seq.* or follow the procedures for informal,  
24 telephonic discovery hearings on the Court's website.

25 3. The burden of persuasion in any such challenge proceeding shall be on the  
26 Designating Party. Frivolous challenges, and those made for an improper purpose (*e.g.*,  
27 to harass or impose unnecessary expenses and burdens on other parties) may expose the  
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1 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn  
2 the confidentiality designation, all parties shall continue to afford the material in  
3 question the level of protection to which it is entitled under the Producing Party's  
4 designation until the Court rules on the challenge.

5 **I. ACCESS TO AND USE OF PROTECTED MATERIAL**

6 1. Basic Principles. A Receiving Party may use Protected Material that is  
7 disclosed or produced by another Party or by a Non-Party in connection with this Action  
8 only for prosecuting, defending, or attempting to settle this Action. Such Protected  
9 Material may be disclosed only to the categories of persons and under the conditions  
10 described in this Order. When the Action has been terminated, a Receiving Party must  
11 comply with the provisions of section 14 below (FINAL DISPOSITION). Protected  
12 Material must be stored and maintained by a Receiving Party at a location and in a  
13 secure manner that ensures that access is limited to the persons authorized under this  
14 Order. Nothing in this Protective Order shall prevent or restrict a Producing  
15 Party's own disclosure or use of its own Protected Material for any purpose.

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

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

23 b. the officers, directors, employees (including House Counsel) and  
24 insurers of the Receiving Party (and its parent companies, subsidiaries, and affiliates)  
25 to whom disclosure is reasonably necessary for this Action;

1 c. Experts (as defined in this Order) of the Receiving Party to whom  
2 disclosure is reasonably necessary for this litigation and who have signed the  
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 d. the court and its personnel;

5 e. court reporters and their staff;

6 f. professional jury or trial consultants, mock jurors, and Professional  
7 Vendors to whom disclosure is reasonably necessary for this Action and who have  
8 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

9 g. the author or recipient of a document containing the information or  
10 a custodian or other person who otherwise possessed, knew, or reasonably should have  
11 known the information;

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

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

22 3. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
23 ONLY” and “CONFIDENTIAL HEALTH INFORMATION” Information or Items.

24 Unless otherwise ordered by the court or permitted in writing by the Designating Party,  
25 a Receiving Party may disclose any information or item designated “HIGHLY  
26 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “CONFIDENTIAL HEALTH  
27 INFORMATION” only to:

1           a.     the Receiving Party’s Outside Counsel of Record in this action, as  
2 well as employees of said Outside Counsel of Record to whom it is reasonably  
3 necessary to disclose the information for this litigation and who have signed the  
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

5           b.     House Counsel and the officers, directors, employees and insurers  
6 of the Receiving Party (and its parent companies, subsidiaries, and affiliates) to whom  
7 disclosure is reasonably necessary for this litigation and who have signed the  
8 “Acknowledgment and Agreement to Be Bound” (Exhibit A), excepting from such  
9 signature requirement a Party’s insurer representative;

10          c.     Experts (as defined in this Order) of the Receiving Party to whom  
11 disclosure is reasonably necessary for this litigation and who have signed the  
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13          d.     the court and its personnel;

14          e.     court reporters and their staff;

15          f.     professional jury or trial consultants, mock jurors, and Professional  
16 Vendors to whom disclosures is reasonably necessary for this litigation and who have  
17 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18          g.     the author or recipient of a document containing the information or  
19 a custodian or other person who otherwise possessed, knew, or reasonably should have  
20 known the information;

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

3 i. any mediator or settlement officer, and their supporting personnel,  
4 mutually agreed upon by any of the parties engaged in settlement discussions, provided  
5 the mediator or settlement officer signs the form attached as Exhibit A hereto.

6 **J. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
7 **IN OTHER LITIGATION**

8 If a Party is served with a subpoena or a court order issued in other litigation that  
9 compels disclosure of any information or items designated in this Action as  
10 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
11 or “CONFIDENTIAL HEALTH INFORMATION” that Party must:

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

14 2. promptly notify in writing the party who caused the subpoena or order to  
15 issue in the other litigation that some or all of the material covered by the subpoena or  
16 order is subject to this Protective Order. Such notification shall include a copy of this  
17 Stipulated Protective Order; and

18 3. cooperate with respect to all reasonable procedures sought to be pursued  
19 by the Designating Party whose Protected Material may be affected.

20 If the Designating Party timely seeks a protective order, the Party served with the  
21 subpoena or court order shall not produce any information designated in this action as  
22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
23 or “CONFIDENTIAL HEALTH INFORMATION” before a determination by the court  
24 from which the subpoena or order issued, unless the Party has obtained the Designating  
25 Party’s permission. The Designating Party shall bear the burden and expense of seeking  
26 protection in that court of its confidential material and nothing in these provisions  
27 should be construed as authorizing or encouraging a Receiving Party in this Action to  
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1 disobey a lawful directive from another court.

2 **K. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
3 **PRODUCED IN THIS LITIGATION**

4 1. The terms of this Order are applicable to information produced by a Non-  
5 Party in this action and designated as “CONFIDENTIAL” or “HIGHLY  
6 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “CONFIDENTIAL HEALTH  
7 INFORMATION.” Such information produced by Non-Parties in connection with this  
8 litigation is protected by the remedies and relief provided by this Order. Nothing in  
9 these provisions should be construed as prohibiting a Non-Party from seeking  
10 additional protections.

11 2. In the event that a Party is required, by a valid discovery request, to  
12 produce a Non-Party’s confidential information in its possession, and the Party is  
13 subject to an agreement with the Non-Party not to produce the Non-Party’s  
14 confidential information, then the Party shall:

15 a. promptly notify in writing the Requesting Party and the Non-Party  
16 that some or all of the information requested is subject to a confidentiality agreement  
17 with a Non-Party;

18 b. promptly provide the Non-Party with a copy of the Stipulated  
19 Protective Order in this litigation, the relevant discovery request(s), and a reasonably  
20 specific description of the information requested; and

21 c. make the information requested available for inspection by the  
22 Non-Party, if requested.

23 3. If the Non-Party fails to object or seek a protective order from this court  
24 within 14 days of receiving the notice and accompanying information, the Receiving  
25 Party may produce the Non-Party’s confidential information responsive to the discovery  
26 request. If the Non-Party timely seeks a protective order, the Receiving Party shall not  
27 produce any information in its possession or control that is subject to the confidentiality  
28

1 agreement with the Non-Party before a determination by the court. Absent a court order  
2 to the contrary, the Non-Party shall bear the burden and expense of seeking protection  
3 in this court of its Protected Material.

4 **L. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
6 Protected Material to any person or in any circumstance not authorized under this  
7 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing  
8 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
9 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
10 whom unauthorized disclosures were made of all the terms of this Order, and (d) request  
11 such person or persons to execute the “Acknowledgment and Agreement to Be Bound”  
12 that is attached hereto as Exhibit A.

13 **M. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
14 **PROTECTED MATERIAL**

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

25 **N. MISCELLANEOUS**

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

1           2.     Right to Assert Other Objections. By stipulating to the entry of this  
2 Protective Order no Party waives any right it otherwise would have to object to  
3 disclosing or producing any information or item on any ground not addressed in this  
4 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
5 ground to use in evidence of any of the material covered by this Protective Order.

6           3.     Filing Protected Material. A Party that seeks to file under seal any  
7 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
8 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
9 Protected Material at issue. If a Party's request to file Protected Material under seal is  
10 denied by the court, then the Receiving Party may file the information in the public  
11 record unless otherwise instructed by the court.

12 **O.     FINAL DISPOSITION**

13           Within 60 days after the final disposition of this Action, as defined in paragraph  
14 4, each Receiving Party must return all Protected Material to the Producing Party or  
15 destroy such material. As used in this subdivision, “all Protected Material” includes all  
16 hard and electronic copies, abstracts, derivations, compilations, summaries, and any  
17 other format reproducing or capturing any of the Protected Material. Whether the  
18 Protected Material is returned or destroyed, the Receiving Party must submit a written  
19 certification to the Producing Party (and, if not the same person or entity, to the  
20 Designating Party) by the 60 day deadline that (1) identifies (by category, where  
21 appropriate) all the Protected Material that was returned or destroyed and (2) affirms  
22 that the Receiving Party has not retained any hard and electronic copies, abstracts,  
23 derivations, compilations, summaries or any other format reproducing or capturing any  
24 of the Protected Material. Notwithstanding this provision, Counsel and Receiving  
25 Party’s insurers are entitled to retain an archival copy of all pleadings, motion papers,  
26 trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
27 and trial exhibits, expert reports, attorney work product, and consultant and expert work  
28

1 product, even if such materials contain Protected Material. Any such archival copies  
2 that contain or constitute Protected Material remain subject to this Protective Order as  
3 set forth in Section 4 (DURATION). A Party's insurer is not required to comply with  
4 the terms of this section to the extent such compliance would violate any statutory,  
5 regulatory or other legal requirement or obligation to the contrary.

6 **P. MISCELLANEOUS**

7 1. Right to Further Relief. Nothing in this Order abridges the right of any  
8 person to seek its modification by the Court in the future.

9 2. Party's Disclosure of its Own Documents. Nothing in this Order shall  
10 prevent a Producing Party from disclosing its own Disclosure or Discovery Material,  
11 including Protected Material, in any manner it chooses.

12 3. Right to Assert Other Objections. By stipulating to the entry of this Order,  
13 no Party waives any right it otherwise would have to object to disclosing or producing  
14 any information on any ground not addressed in this Order. Similarly, no Party waives  
15 any right to object on any ground to use in evidence of any of the material covered by  
16 this Order.

17 4. Effectiveness when Executed. Once executed by the Parties, the  
18 Stipulation shall be treated by the Parties as an Order of Court until it is formally  
19 approved by the Court.

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

1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2 Dated: January 7, 2021

3 By:           /s/ Theodore Maya          

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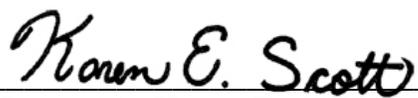
12 *Attorneys for Plaintiffs and the Proposed  
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14 Dated: January 7, 2021

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27 *Attorneys for Defendants*

28 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

DATED: January 8, 2021

  
Honorable Karen E. Scott  
United States Magistrate Judge

1 **ATTESTATION REGARDING SIGNATURES**

2 I, Theodore Maya, attest that all signatories listed, and on whose behalf the  
3 filing is submitted, concur in the filing’s content and have authorized the filing.

4  
5 Dated: January 7, 2021

*/s/ Theodore Maya*  
Theodore Maya

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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 *In Re: Ambry Genetics Data Breach Litigation*, Case No.  
8 8:20-cv-00791. I agree to comply with and to be bound by all the terms of this  
9 Stipulated Protective Order and I understand and acknowledge that failure to so  
10 comply could expose me to sanctions and punishment in the nature of contempt. I  
11 solemnly promise that I will not disclose in any manner any information or item that  
12 is subject to this Stipulated Protective Order to any person or entity except in strict  
13 compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court  
15 for the Central District of California for the purpose of enforcing the terms of this  
16 Stipulated Protective Order, even if such enforcement proceedings occur after  
17 termination of this action. I hereby appoint \_\_\_\_\_ [print or  
18 type full name] of \_\_\_\_\_ [print or type full  
19 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  
23 Date: \_\_\_\_\_

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

25  
26 Printed name: \_\_\_\_\_

27 Signature: \_\_\_\_\_