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9 Attorneys for Plaintiff, JMG Investments, Inc. dba
Harmony Place, Inc.

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

13 JMG INVESTMENTS, INC., a
14 California corporation dba HARMONY
PLACE, INC.,

15 Plaintiff,

16 v.

17 ANTHEM BLUE CROSS LIFE AND
18 HEALTH INSURANCE COMPANY,
a California corporation;
19 ANTHEM INC., an Indiana corporation
doing business in California as
20 ANTHEM HEALTH, INC.;
THE ANTHEM COMPANIES OF
21 CALIFORNIA, a California
corporation;
22 THE ANTHEM COMPANIES, INC.,
an Indiana corporation;
23 ANTHEM INSURANCE
COMPANIES, INC., an Indiana
24 corporation;
BLUE CROSS OF CALIFORNIA, a
25 California corporation;
VIANT, INC., a Nevada corporation;
26 MULTIPLAN, INC., a New York
corporation;
27 HEALTHRISK RESOURCE GROUP,
INC., an Iowa corporation; and
28 DOES 1 through 25, inclusive,

CASE NO. 8:20-cv-02412-JWH-ADSx

Assigned to Judge John W. Holcomb

**STIPULATED PROTECTIVE
ORDER**

**[Discovery Matter: Referred to
Magistrate Judge Autumn D. Spaeth]**

1
2 Defendants.

3
4 1. A. PURPOSES AND LIMITATIONS

5 Discovery in this action is likely to involve production of confidential,
6 proprietary, or private information for which special protection from public
7 disclosure and from use for any purpose other than prosecuting this litigation may
8 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
9 enter the following Stipulated Protective Order. The parties acknowledge that this
10 Order does not confer blanket protections on all disclosures or responses to
11 discovery and that the protection it affords from public disclosure and use extends
12 only to the limited information or items that are entitled to confidential treatment
13 under the applicable legal principles. The parties further acknowledge, as set forth in
14 Section 12.3, below, that this Stipulated Protective Order does not entitle them to
15 file confidential information under seal; Civil Local Rule 79-5 sets forth the
16 procedures that must be followed and the standards that will be applied when a party
17 seeks permission from the court to file material under seal.

18
19 B. GOOD CAUSE STATEMENT

20 The parties acknowledge that information produced in discovery, regardless
21 of its designation under this Order, may contain personal and health information
22 subject to the protections of, *inter alia*, the Health Insurance Portability and
23 Accountability Act of 1996, the applicable requirements of the Standards for
24 Privacy of Individually Identifiable Health Information and its implementing
25 regulations issued by the U.S. Department of Health and Human Services (45 C.F.R.
26 Parts 160-64; HIPAA Privacy Regulations), and California Civil Code §§ 56 et seq.,
27 and 1798.82 *et seq.*, which protect the confidentiality of individually-identifiable
28 personal and health information. Discovery may also involve trade secrets, customer

1 and pricing lists and other valuable research, development, commercial, financial,
2 technical and/or proprietary information for which special protection from public
3 disclosure and from use for any purpose other than prosecution of this action is
4 warranted.

5 Accordingly, to expedite the flow of information, to facilitate the prompt
6 resolution of disputes over confidentiality of discovery materials, to adequately
7 protect information the parties are entitled or required to keep confidential, to ensure
8 that the parties are permitted reasonable necessary uses of such material in
9 preparation for and in the conduct of trial, to address their handling at the end of the
10 litigation, and to serve the ends of justice, a protective order for such information is
11 justified in this matter. It is the intent of the parties that information will not be
12 designated as confidential for tactical reasons and that nothing be so designated
13 without a good faith belief that it has been maintained in a confidential, non-public
14 manner, and there is good cause why it should not be part of the public record of this
15 case.

16
17 2. DEFINITIONS

18 2.1 Action: this pending federal law suit, *JMG Investments, Inc., et*
19 *al. v. Anthem Blue Cross Life and Health Insurance., et al.*, Central District Case
20 No. 8:20-cv-02412-JWH (ADSx).

21 2.2 Challenging Party: a Party or Non-Party that challenges the
22 designation of information or items under this Order.

23 2.3 “Confidential Materials”: information (regardless of how it is
24 generated, stored or maintained) or tangible things that qualify for protection under
25 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
26 Statement.

27 2.4 “CONFIDENTIAL – OUTSIDE COUNSEL ONLY”
28 information means Confidential Materials that a Party reasonably and in good faith

1 believes is of such a commercially or competitively sensitive nature that disclosure
2 to persons other than in Paragraph 7.4 could reasonably be expected to result in
3 injury.

4 2.5 “CONFIDENTIAL- ATTORNEYS’ EYES ONLY” information
5 means Confidential Materials that falls within one or more of the following
6 categories:

- 7 a. Trade secrets information, including a formula, pattern,
8 compilation, program, device, method, technique, process,
9 financial data, or list of actual or potential customers or
10 suppliers, that derives independent economic value, actual
11 or potential, from not being generally known to, and not
12 being readily ascertainable by proper means by, other
13 persons who can obtain economic value from its
14 disclosure or use;
- 15 b. Highly sensitive financial, commercial, and marketing
16 information relating to the parties’ respective products
17 and/or business activities, including without limitation,
18 contracts and fee schedules with participating providers
19 and analyses reflecting average rates of reimbursement for
20 procedures, and information or analyses reflecting
21 methods used to determine Maximum Reimbursable
22 Charges or Usual and Customary Charges.

23 2.6 “CONFIDENTIAL” information means all other Confidential
24 Materials that do not constitute CONFIDENTIAL- ATTORNEYS’ EYES ONLY or
25 CONFIDENTIAL – OUTSIDE COUNSEL ONLY information, including but not
26 limited to:

- 27 a. Research and development information;
- 28 b. Information prohibited from disclosure by statute;

- 1 c. Medical information concerning any individual;
- 2 d. Personal identity information;
- 3 e. Income tax returns (including attached schedules and
- 4 forms, W-2 forms and 1099 forms; or
- 5 f. Personnel or employment records of a person who is not a
- 6 party to the case.

7 2.7 Counsel: Outside Counsel of Record and House Counsel (as well
8 as their support staff).

9 2.8 Designating Party: a Party or Non-Party that designates
10 information or items that it produces in disclosures or in responses to discovery as
11 “CONFIDENTIAL,” “CONFIDENTIAL-ATTORNEYS’ EYES ONLY,” or
12 “CONFIDENTIAL – OUTSIDE COUNSEL ONLY.”

13 2.9 Disclosure or Discovery Material: all items or information,
14 regardless of the medium or manner in which it is generated, stored, or maintained
15 (including, among other things, testimony, transcripts, and tangible things), that are
16 produced or generated in disclosures or responses to discovery in this matter.

17 2.10 Expert: a person with specialized knowledge or experience in a
18 matter pertinent to the litigation who has been retained by a Party or its counsel to
19 serve as an expert witness or as a consultant in this Action.

20 2.11 House Counsel: attorneys who are employees of a party to this
21 Action, as well as paralegals, case assistants, and others acting on behalf of
22 attorneys of a party to this Action to whom it is reasonably necessary to disclose the
23 information for this Action. House Counsel does not include Outside Counsel of
24 Record or any other outside counsel.

25 2.12 Non-Party: any natural person, partnership, corporation,
26 association, or other legal entity not named as a Party to this action.

27 2.13 Outside Counsel of Record: attorneys who are not employees of
28 a party to this Action but are retained to represent or advise a party to this Action

1 and have appeared in this Action on behalf of that party or are affiliated with a law
2 firm which has appeared on behalf of that party, and includes support staff.

3 2.14 Party: any party to this Action, including all of its officers,
4 directors, employees, consultants, retained experts, and Outside Counsel of Record
5 (and their support staffs).

6 2.15 Producing Party: a Party or Non-Party that produces Disclosure
7 or Discovery Material in this Action.

8 2.16 Professional Vendors: persons or entities that provide litigation
9 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)
11 and their employees and subcontractors.

12 2.17 Protected Material: any Disclosure or Discovery Material that is
13 designated as “CONFIDENTIAL,” “CONFIDENTIAL ATTORNEYS’ EYES
14 ONLY,” or “CONFIDENTIAL – OUTSIDE COUNSEL ONLY.”

15 2.18 Receiving Party: a Party that receives Disclosure or Discovery
16 Material from a Producing Party.

17
18 3. SCOPE

19 The protections conferred by this Stipulation and Order cover not only
20 Protected Material (as defined above), but also (1) any information copied or
21 extracted from Protected Material; (2) all copies, excerpts, summaries, or
22 compilations of Protected Material; and (3) any testimony, conversations, or
23 presentations by Parties or their Counsel that might reveal Protected Material. Any
24 use of Protected Material at trial shall be governed by the orders of the trial judge.
25 This Order does not govern the use of Protected Material at trial.

26
27 4. DURATION

28 Even after final disposition of this litigation, the confidentiality obligations

1 imposed by this Order shall remain in effect until a Designating Party agrees
2 otherwise in writing or a court order otherwise directs. Final disposition shall be
3 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
4 or without prejudice; and (2) final judgment herein after the completion and
5 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
6 including the time limits for filing any motions or applications for extension of time
7 pursuant to applicable law.

8
9 5. DESIGNATING PROTECTED MATERIAL

10 5.1 Exercise of Restraint and Care in Designating Material for
11 Protection. Each Party or Non-Party that designates information or items for
12 protection under this Order must take care to limit any such designation to specific
13 material that qualifies under the appropriate standards.

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

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

22 5.2 Manner and Timing of Designations. Except as otherwise
23 provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as
24 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for
25 protection under this Order must be clearly so designated before the material is
26 disclosed or produced.

27 Designation in conformity with this Order requires:

28 (a) for information in documentary form (e.g., paper or electronic

1 documents, but excluding transcripts of depositions or other pretrial or trial
2 proceedings), that the Producing Party affix at a minimum, the legend
3 “CONFIDENTIAL,” “CONFIDENTIAL-ATTORNEY’S EYES ONLY,” or
4 “CONFIDENTIAL - OUTSIDE COUNSEL ONLY” (hereinafter
5 “CONFIDENTIALITY LEGEND”), to each page that contains protected material.

6 A Party or Non-Party that makes original documents available for inspection
7 need not designate them for protection until after the inspecting Party has indicated
8 which documents it would like copied and produced. During the inspection and
9 before the designation, all of the material made available for inspection shall be
10 deemed “CONFIDENTIAL,” “CONFIDENTIAL-ATTORNEYS’ EYES ONLY,”
11 or “CONFIDENTIAL - OUTSIDE COUNSEL ONLY.” After the inspecting Party
12 has identified the documents it wants copied and produced, the Producing Party
13 must determine which documents, qualify for protection under this Order. Then,
14 before producing the specified documents, the Producing Party must affix the
15 “CONFIDENTIALITY LEGEND” to each document that contains Protected
16 Material.

17 (b) for testimony given in depositions that the Designating Party identify
18 the Disclosure or Discovery Material on the record, either before the close of the
19 deposition all protected testimony or within 30 days following receipt of the
20 deposition transcript.

21 (c) for information produced in some form other than documentary and for
22 any other tangible items, that the Producing Party affix in a prominent place on the
23 exterior of the container or containers in which the information is stored the legend
24 “CONFIDENTIAL,” “CONFIDENTIAL-ATTORNEYS’ EYES ONLY,” or
25 “CONFIDENTIAL - OUTSIDE COUNSEL ONLY.”

26 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
27 failure to designate qualified information or items does not, standing alone, waive
28 the Designating Party’s right to secure protection under this Order for such material.

1 Upon timely correction of a designation within 5 days of discovering the inadvertent
2 failure to designate qualified information, the Receiving Party must make
3 reasonable efforts to assure that the material is treated in accordance with the
4 provisions of this Order.

5
6 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

7 6.1 Objecting to Designation: In the event that a Party, or their Counsel,
8 receiving Confidential Materials in discovery designated as “CONFIDENTIAL,”
9 “CONFIDENTIAL-ATTORNEYS’ EYES ONLY,” or “CONFIDENTIAL -
10 OUTSIDE COUNSEL ONLY” objects to such designation (“Challenging Party”)
11 with respect to any or all of such items, said counsel shall advise counsel for the
12 Designating Party, in writing, of such objections, the specific Confidential Materials
13 to which each objection pertains, and the specific reasons and support for such
14 objections (the “Designation Objections”).

15 6.2 Response to Designation Objections. Counsel for the Designating Party
16 shall have thirty (30) days from receipt of the written Designation Objections to
17 agree in writing to de-designate Documents, Testimony or Information pursuant to
18 any or all of the Designation Objections. If the Designating Party does not agree to
19 de-designation, the Challenging Party may choose to file a motion with the Court
20 seeking to overrule any or all designations on Documents, Testimony or Information
21 addressed by the Designation Objections (the “De-Designation Motion”). In the
22 event that the Designation Objections are neither timely agreed to nor timely
23 addressed in the Designation Motion, then such Documents, Testimony or
24 Information shall retain their original Confidentiality Designation.

25 6.3 Meet and Confer. Prior to filing a De-Designation Motion, the
26 Challenging Party shall initiate the dispute resolution process under Local Rule 37.1
27 *et seq.*

1 6.3 The burden of persuasion in any such challenge proceeding shall be on
2 the Challenging Party. Frivolous challenges, and those made for an improper
3 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
4 parties) may expose the Challenging Party to sanctions. Unless the Designating
5 Party has waived or withdrawn the confidentiality designation, all parties shall
6 continue to afford the material in question the level of protection to which it is
7 entitled under the Producing Party’s designation until the Court rules on the
8 challenge.

9
10 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

21 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
22 otherwise ordered by the court or permitted in writing by the Designating Party, a
23 Receiving Party may disclose any information or item designated
24 “CONFIDENTIAL” only to:

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

28 (b) the officers, directors, and employees (including House Counsel)

1 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

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

5 (d) the court and its personnel;

6 (e) court reporters and their staff;

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

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

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

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

25 (j) any other person that the Designating Party agrees to in writing;

26 (k) any person designated by the Court in the interest of justice,
27 upon such terms as the Court may deem proper.

28 7.3 Disclosure of “CONFIDENTIAL ATTORNEYS’ EYES ONLY”

1 Information or Items: Unless otherwise ordered by the court or permitted in writing
2 by the Designating Party, a Receiving Party may only disclose any information or
3 item designated “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” to:

- 4 (a) the court and its personnel;
- 5 (b) the Receiving Party’s Outside Counsel of Record in this Action,
6 as well as employees of said Outside Counsel of Record to whom it is reasonably
7 necessary to disclose the information for this Action;
- 8 (c) the Receiving Party’s House Counsel;
- 9 (d) Experts (as defined in this Order) of the Receiving Party to
10 whom disclosure is reasonably necessary for this Action and who have signed the
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 12 (e) any person designated by the Court in the interest of justice,
13 upon such terms as the Court may deem proper;
- 14 (f) court reporters and their staff; and
- 15 (g) any mediator or settlement officer, and their supporting
16 personnel, mutually agreed upon by any of the parties engaged in settlement
17 discussions.
- 18 (h) Professional Vendors.

19 7.4 Disclosure of “CONFIDENTIAL- OUTSIDE COUNSEL ONLY”

20 Information or Items: Unless otherwise ordered by the court or permitted in writing
21 by the Designating Party, a Receiving Party may only disclose any information or
22 item designated “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” to the
23 individuals listed in Paragraph 7.3(a), (b), (d)-(h).
24

25 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
26 IN OTHER LITIGATION

27 If a Party is served with a subpoena or a court order issued in other litigation
28 that compels disclosure of any information or items designated in this Action as

1 “CONFIDENTIAL,” “CONFIDENTIAL-ATTORNEYS’ EYES ONLY,” or
2 “CONFIDENTIAL - OUTSIDE COUNSEL ONLY” that Party must:

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

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

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

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

20
21 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
22 PRODUCED IN THIS LITIGATION

23 (a) The terms of this Order are applicable to information produced by a
24 Non-Party in this Action and designated as “CONFIDENTIAL,”
25 “CONFIDENTIAL- ATTORNEYS’ EYES ONLY,” or “CONFIDENTIAL -
26 OUTSIDE COUNSEL ONLY.” Such information produced by Non-Parties in
27 connection with this litigation is protected by the remedies and relief provided by
28 this Order. Nothing in these provisions should be construed as prohibiting a Non-

1 Party from seeking additional protections.

2 (b) In the event that a Party is required, by a valid discovery request, to
3 produce a Non-Party's confidential information in its possession, and the Party is
4 subject to an agreement with the Non-Party not to produce the Non-Party's
5 confidential information, then the Party shall:

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

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

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

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

22
23 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
25 Protected Material to any person or in any circumstance not authorized under this
26 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
27 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
28 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or

1 persons to whom unauthorized disclosures were made of all the terms of this Order,
2 and (d) request such person or persons to execute the “Acknowledgment and
3 Agreement to Be Bound” that is attached hereto as Exhibit A.

4
5 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
6 PROTECTED MATERIAL

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

17
18 12. MISCELLANEOUS

19 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
20 person to seek its modification by the Court in the future.

21 12.2 Right to Assert Other Objections. By stipulating to the entry of this
22 Protective Order no Party waives any right it otherwise would have to object to
23 disclosing or producing any information or item on any ground not addressed in this
24 Stipulated Protective Order. Similarly, no Party waives any right to object on any
25 ground to use in evidence of any of the material covered by this Protective Order.

26 12.3 Filing Protected Material. A Party that seeks to file under seal any
27 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
28 only be filed under seal pursuant to a court order authorizing the sealing of the

1 specific Protected Material at issue. If a Party's request to file Protected Material
2 under seal is denied by the court, then the Receiving Party may file the information
3 in the public record unless otherwise instructed by the court.

4 12.4 Use of Protected Material at Trial: The Parties shall meet and confer
5 regarding the procedures for use of Protected Materials at trial and shall move the
6 Court for entry of an appropriate order. The use of designated materials at trial shall
7 be governed by the orders of the trial judge.

8 12.5 Counsel bound by Protective Order: Counsel agree to be bound by the
9 terms set forth herein with regard to any Protective Materials that have been
10 produced before the Court signs this Stipulation and Protective Order.

11 12.6 New Parties: Any new party to the Action who has not executed this
12 Stipulation and Protective Order as of the time it is presented to the Court for
13 signature may thereafter become a Party to this Stipulation and Protective Order by
14 its Counsel's signing and dating a copy of Exhibit A attached hereto, and filing the
15 same with the Court, and serving copies of such signed and dated copy upon the
16 other Parties to this Stipulation and Protective Order.

17
18 13. FINAL DISPOSITION

19 After the final disposition of this Action, as defined in paragraph 4, within 60
20 days of a written request by the Designating Party, each Receiving Party must return
21 all Protected Material to the Producing Party or destroy such material. As used in
22 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
23 summaries, and any other format reproducing or capturing any of the Protected
24 Material. Whether the Protected Material is returned or destroyed, the Receiving
25 Party must submit a written certification to the Producing Party (and, if not the same
26 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
27 (by category, where appropriate) all the Protected Material that was returned or
28 destroyed and (2) affirms that the Receiving Party has not retained any copies,

1 abstracts, compilations, summaries or any other format reproducing or capturing any
2 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
3 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
4 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
5 reports, attorney work product, and consultant and expert work product, even if such
6 materials contain Protected Material. Any such archival copies that contain or
7 constitute Protected Material remain subject to this Protective Order as set forth in
8 Section 4 (DURATION).

9
10 14. Any violation of this Order may be punished by any and all appropriate
11 measures including, without limitation, contempt proceedings and/or monetary
12 sanctions.

13 IT IS SO STIPULATED, THROUGH UNDERSIGNED COUNSEL OF
14 RECORD.

15 Dated: February 17, 2021 **CALLAHAN & BLAINE, APLC**

16
17 By: /s/ Adrian L. Canzoneri
18 Richard T. Collins
19 Damon D. Eisenbrey
Attorneys for Plaintiff

20 Dated: February 17, 2021 **TROUTMAN PEPPER**

21
22 By: /s/ Chad Fuller
23 Chad Fuller
24 Attorneys for Defendants
25 Anthem Blue Cross Life and Health
26 Insurance Company; Anthem, Inc., which
27 will do business in California as Anthem
28 Health, Inc. (erroneously sued as Anthem,
Inc., an Indiana corporation doing
business in California as Anthem Health,
Inc.); The Anthem Companies of
California, Inc.; The Anthem Companies,
Inc.; Anthem Insurance Companies, Inc.;
Blue Cross of California

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Dated: February 17, 2021

KIRKLAND & ELLIS LLP

By: /s/ Michael Shipley
Michael Shipley
Attorneys for Defendant
Blue Cross Blue Shield Association

Dated: February 17, 2021

PHELPS DUNBAR LLP

By: /s/ Errol J. King
Errol J. King (*pro hac vice*)
Attorneys for Defendants
Viant, Inc. and MultiPlan, Inc.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 2/18/2021

/s/ Autumn D. Spaeth
HONORABLE AUTUMN D. SPAETH
UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on [date] in the case of *JMG Investments, Inc., et al. v. Anthem Blue Cross Life and
Health Insurance., et al.*, Central District Case No. 8:20-cv-02412-JWH (ADSx). I
agree to comply with and to be bound by all the terms of this Stipulated Protective
Order and I understand and acknowledge that failure to so comply could expose me
to sanctions and punishment in the nature of contempt. I solemnly promise that I
will not disclose in any manner any information or item that is subject to this
Stipulated Protective Order to any person or entity except in strict compliance with
the provisions of this Order. I further agree to submit to the jurisdiction of the
United States District Court for the Central District of California for the purpose of
enforcing the terms of this Stipulated Protective Order, even if such enforcement
proceedings occur after termination of this action. I hereby appoint
_____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

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ATTESTATION PURSUANT TO LOCAL RULE 5-4.3.4(a)(2)(i)

Pursuant to Local Rule 5-4.3.4(a)(2)(i), I hereby attest that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

Dated: February 17, 2021

CALLAHAN & BLAINE, APLC

By: /s/ Adrian L. Canzoneri
Richard T. Collins
Damon D. Eisenbrey
Adrian L. Canzoneri
Attorneys for Plaintiff