

1 CHRISTENSEN & AUER  
 Stephen G. Auer, Esq. – SBN 74101  
 2 Vicki C. Gadbois, Esq. – SBN 144377  
 225 S. Lake Avenue, Suite 860  
 3 Pasadena, CA 91101  
 4 Tel: (626) 568-2900; Fax: (626) 568-1566

5 COLEMAN & HOROWITT, LLP  
 Darryl Horowitz, Esq. – SBN 100898  
 6 499 West Shaw Avenue, Suite 116  
 Fresno, California 93704  
 7 Tel: (800) 891-8362; Fax: (559) 248-4830

8 Attorneys for Plaintiffs

9 LAW OFFICES OF WILLIAM C. HAHESEY  
 10 William C. Haheesy, Esq. – SBN 105743  
 225 West Shaw Avenue, Suite 105  
 11 Fresno, CA 93704  
 12 Tel: (559) 579-1230; Fax: (559) 579-1231

13 Attorneys for Defendant  
 CHILDREN'S HOSPITAL CENTRAL  
 14 CALIFORNIA

15 DAVIS WRIGHT TREMAINE LLP  
 Douglas C. Ross, Esq. – SBN 12811  
 16 1201 Third Avenue, Suite 2200  
 Seattle, WA 98101-3045  
 17 Tel: (206) 622-3150; Fax: (206) 757-7700

18 Attorneys for Defendant  
 19 CHILDREN'S HOSPITAL CENTRAL  
 20 CALIFORNIA

21 **UNITED STATES DISTRICT COURT**

22 **EASTERN DISTRICT OF CALIFORNIA**

23 PERINATAL MEDICAL GROUP, INC.,  
 24 KRISHNAKUMAR RAJANI, M.D., and  
 25 STEPHEN ELLIOT, M.D.,

Plaintiffs,

v.

27 CHILDREN'S HOSPITAL CENTRAL

Civil Action No. 1:09-cv-1273-LJO-SMS

**STIPULATED PROTECTIVE  
ORDER AND ORDER**

**[Local Rule 83-143]**

CHRISTENSEN &  
 AUER  
 LAW OFFICES  
 PASADENA, CA

1 CALIFORNIA, INC., a California corporation;  
2 SPECIALTY MEDICAL GROUP CENTRAL  
3 CALIFORNIA, INC., a California professional  
4 medical corporation; and CENTRAL  
5 CALIFORNIA NEONATOLOGY GROUP,  
6 INC., a California professional medical  
7 corporation,

8 Defendant.

9 This Stipulated Protective Order is entered into by and between Plaintiffs PERINATAL  
10 MEDICAL GROUP, INC. (“PMG”), KRISHNAKUMAR RAJANI, M.D. (“Dr. Rajani”) and  
11 STEPHEN ELLIOT, M.D. (“Dr. Elliott”) and Defendant CHILDREN’S HOSPITAL  
12 CENTRAL CALIFORNIA (the “Hospital”). Plaintiffs and Defendant are hereinafter  
13 collectively referred to as “the Parties.” Reference is made to the following facts:

14 A. The Parties possess financial and accounting documents, trade secrets, propriety  
15 information and other confidential information that they desire to keep confidential, which may  
16 be obtained through discovery in this case.

17 B. The Parties desire to stipulate to a protective order sanctioned by the Court to  
18 protect such financial and accounting documents, trade secrets, propriety information, and other  
19 confidential information from unnecessary disclosure.

20 ACCORDINGLY, the Parties, by and through their respective attorneys of record,  
21 STIPULATE AND AGREE to the following protective order:

22 1. Scope of the Order. This Stipulated Protective Order covers all documents and  
23 information designated “Confidential” or “Confidential – Attorneys/Experts Only” produced in  
24 connection with any discovery undertaken in this case. Information marked “Confidential” or  
25 “Confidential - Attorneys/Experts Only” shall be collectively referred to herein as "Confidential  
26 Discovery." This Stipulated Protective Order is intended to cover all discovery propounded and  
27 answered by any Party at any time and depositions wherein “Confidential” or “Confidential –  
Attorneys/Experts Only” information is used or discussed, including any copies, excerpts,

1 summaries, or compilations thereof. Even after termination of this litigation, the confidentiality  
2 obligations imposed by this Stipulated Protective Order shall remain in effect until a  
3 designating Party agrees otherwise in writing or a court order otherwise directs. This Stipulated  
4 Protective Order is entered into as to this case only and does not in any way relate to or apply in  
5 the state court case of Perinatal Medical Group, Inc., Plaintiff, v. Vinod K., Bansal, M.D., Inc.,  
6 *et al*, Defendants. Case No. 09 CE CG 01478 DSB in Fresno County Superior Court.

7 2. Designation of Confidential Discovery. The Parties may designate Confidential  
8 Discovery as subject to this Order by stamping on or otherwise permanently affixing to such  
9 material prior to its production the designation "Confidential". In the event that a Party in good  
10 faith believes that particular material requested to be produced or disclosed is of such a highly  
11 sensitive nature that its disclosure should be limited to only those persons described in  
12 Paragraph 7 herein below, it shall stamp on or otherwise permanently affix to such material  
13 prior to its production the designation "Confidential - Attorneys/Experts Only". Said respective  
14 designations shall be stamped or affixed so as to not obscure or deface the material or any  
15 portion of its contents.

16 3. Designation Procedure. Confidential Discovery shall be designated or deemed  
17 confidential as follows:

18 a. In the case of deposition testimony:

19 i. The Parties may designate testimony by any individual at the time  
20 of the deposition or by written notice to all counsel of record within 14 business days after  
21 receipt of the written transcript. The entire transcript (including, without limitation, typed  
22 transcriptions, computer diskettes, audiotapes and videotapes) and all exhibits thereto shall be  
23 deemed confidential under the terms of this Protective Order during the 14 day period. The  
24 portions of a transcript designated as "Confidential" or "Confidential – Attorneys/Experts  
25 Only" at the time of the deposition or during this 14 day period, shall be treated as Confidential  
26 Discovery thereafter and in accordance with the terms of this Stipulated Protective Order.

1                   ii.       Each deposition transcript of any deposition of any individual taken  
2 in this action shall bear the following prominent and conspicuous legend on the cover of each  
3 volume of said deposition transcript, the placement of which shall be the responsibility of the  
4 court reporter after being so advised of the necessity for this legend by the party making the  
5 confidentiality claim:

6                   "THE CONTENTS OF THIS TRANSCRIPT ARE  
7 CONFIDENTIAL [CONFIDENTIAL -  
8 ATTORNEYS/EXPERTS ONLY] AND ARE SUBJECT  
9 TO A PROTECTIVE ORDER ISSUED BY THE UNITED  
10 STATES DISTRICT COURT, EASTERN DISTRICT OF  
11 CALIFORNIA. UNAUTHORIZED ACCESS TO, USE  
12 OF, OR DISCLOSURE OF ANY PART OF THIS  
13 TRANSCRIPT IS A VIOLATION OF COURT ORDER. A  
14 COPY OF SAID ORDER IS CONTAINED HEREIN."

15                   iii.       Each such deposition transcript shall also contain a copy of this  
16 Order immediately following the cover page.

17                   iv.       Any depositions of any individual taken and recorded in this action  
18 other than by stenographic means, including without limitation depositions recorded by  
19 audiotape or videotape, shall state at the commencement thereof that the contents of the  
20 deposition are confidential and are subject to a protective order issued by the United States  
21 District Court, Eastern District of California. No copies will be made of any such audio or  
22 video recording unless necessary for preparation for trial or other proceeding in the case and, in  
23 that event, any person or entity making such a copy will be subject to and comply with this  
24 Order. Each such audio or video recording shall have affixed to its exterior the following  
25 legend, the placement thereon which shall be the responsibility of the court reporter after being  
26 so advised of the necessity for this legend by the Party making the confidentiality claim:

27                   "THE CONTENTS OF THIS TAPE ARE

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

CONFIDENTIAL [CONFIDENTIAL -  
ATTORNEYS/EXPERTS ONLY] AND ARE SUBJECT  
TO A PROTECTIVE ORDER ISSUED BY THE UNITED  
STATES DISTRICT COURT, EASTERN DISTRICT OF  
CALIFORNIA. UNAUTHORIZED ACCESS TO, USE  
OF, OR DISCLOSURE OF ANY PART OF THIS TAPE IS  
A VIOLATION OF COURT ORDER."

b. In the case of the production of documents the Parties may designate such  
discovery confidential by stamping on such discovery: "Confidential " or "Confidential -  
Attorneys/Experts Only" or words to that effect at the top of each page that contains  
Confidential Discovery information. If only a portion or portions of the material on a page  
qualifies for protection, the designating Party also must clearly identify the protected portion(s)  
and must specify for each portion, the level of protection being asserted (either "Confidential"  
or "Confidential – Attorneys/Experts Only). .

c. When responding to written discovery in this action (including, without limitation,  
responses to interrogatories, requests for admission, requests for production of documents or  
things, subpoena duces tecum, among others), the Parties may designate such responses as  
confidential by stamping on such responses: "Confidential " or "Confidential -  
Attorneys/Experts Only" or words to that effect on the first page of any such discovery response  
and at the top of each page that contains the Confidential Discovery information.

d. In the case of discovery produced by any third party, pursuant to subpoena or  
otherwise, all such discovery shall be deemed confidential under this Order for a period of thirty  
(30) days after service, during which period, counsel for either of the Parties may designate  
such discovery as confidential, in whole or in part, by written notice served upon all counsel of  
record. Thereafter, all Parties who have received such discovery shall stamp "Confidential" or  
"Confidential - Attorneys/Experts Only" or words to that effect on the first page of each such  
document or other thing and each shall be deemed confidential pursuant to this Order.

1           4.       Inadvertent Failure to Designate. If corrected within sixty (60) days of production,  
2 an inadvertent failure to designate qualified information or document as “Confidential” or  
3 “Confidential – Attorneys/Experts Only” does not, standing alone, waive the designating  
4 Party’s right to secure protection for such material under this Stipulated Protective Order. If  
5 material is appropriately designated as “Confidential” or “Confidential – Attorneys/Experts  
6 Only” after the material was initially produced, the receiving Party, on timely notification of the  
7 designation, must make reasonable efforts to assure that the material is treated in accordance  
8 with the provisions of this Stipulated Protective Order.

9           5.       Objection to “Confidential” or “Confidential – Attorneys/Experts Only”  
10 Designation. If any Party disagrees with the “Confidential” or “Confidential –  
11 Attorneys/Experts Only” designation of any document, the Party so disagreeing shall, no later  
12 than 30 days after the date upon which the “Confidential” or “Confidential – Attorneys/Experts  
13 Only” document was produced and/or designated as such, notify by written notice, served on all  
14 Parties in the case, that the Party disagrees with the designation of the document as  
15 “Confidential” or “Confidential – Attorneys/Experts Only,” and shall in the notice both identify  
16 the document at issue and state the reasons why the challenging Party disagrees with the  
17 particular designation of the document. The Parties must then meet and confer and attempt to  
18 resolve the dispute informally. If the Parties are unable to resolve any document designation  
19 dispute informally, the dispute may be presented by motion to the Court by the Party  
20 challenging the designation of the document. Before the Court, the Party who has designated  
21 the document shall have the burden of proving that such document contains Confidential  
22 Discovery of a nature justifying the particular designation. Until the Court rules on the  
23 challenge, all Parties shall continue to afford the material in question the level of protection to  
24 which it is entitled under the Party’s designation. The prevailing Party on a motion to the Court  
25 that challenges the designation of a document shall be entitled to recover from the opposing  
26 Party its costs and reasonable attorneys’ fees associated with bringing or opposing the motion

1 before the Court, unless and if any of the circumstances set forth in Rule 37(a)(5) of the Federal  
2 Rules of Civil Procedure are found to exist.

3 6. Recipients of Discovery Marked “Confidential”. Discovery deemed or marked  
4 “Confidential” may be disclosed by the receiving Party only to the following persons, and may  
5 be used only for the purpose of prosecuting or defending claims asserted in this action:

6 (a) The attorneys of record for the receiving Party and (i) their employees and  
7 (ii) outside legal support service personnel to whom the attorneys of record reasonably believe  
8 it necessary to show the documents for purposes of this litigation,(who execute the “Promise of  
9 Confidentiality” attached hereto as Exhibit "A";

10 (b) In-house attorneys for any Party;

11 (c) Experts and consultants and their employees who, prior to receiving  
12 documents or information designated as Confidential, sign the Promise of Confidentiality  
13 (attached as Exhibit "A") that such person has read and agrees to abide by this Order;

14 (d) The Court and court personnel pursuant to the procedures set forth herein;

15 (e) Persons to whom the documents are otherwise lawfully available outside of  
16 this litigation, such as third-party authors or recipients;

17 (f) The receiving Party or representatives of a receiving Party, including  
18 officers, directors and employees of the receiving Party to whom attorneys for the receiving  
19 Party believe it is necessary that the documents be shown for purposes of this litigation. Prior  
20 to receiving documents or information designated as Confidential, each representative shall sign  
21 the Promise of Confidentiality (attached as Exhibit "A" hereto) that such representative has read  
22 and agrees to abide by this Order;

23 (g) Witnesses during the course of depositions; and

24 (h) Such other persons as are designated by written agreement by the Party  
25 who has designated the discovery as confidential or by Court order.

26 7. Recipients of Discovery Marked “Confidential – Attorneys/Experts Only”.  
27 Discovery deemed or marked "Confidential - Attorneys/Experts Only" may be disclosed by the

1 receiving Party only to the following persons, and may be used only for the purpose of  
2 prosecuting or defending claims asserted in this action:

3 (a) The attorneys of record for the receiving Party and (i) their employees and  
4 (ii) legal support service personnel to whom the attorneys of record reasonably believe it  
5 necessary to show the documents for purposes of this litigation, who execute the Promise of  
6 Confidentiality attached hereto as Exhibit "A");

7 (b) Experts and their employees who, prior to receiving documents or  
8 information designated as "Confidential - Attorneys/Experts Only", sign the Promise of  
9 Confidentiality (attached hereto as Exhibit "A") that such person has read and agrees to abide  
10 by this order;

11 (c) The Court and court personnel pursuant to the procedures set forth herein;

12 (d) Witnesses during the course of depositions; and

13 (e) Such other persons as are designated by written agreement by the Party  
14 who has designated the Discovery as "Confidential - Attorneys/Experts Only" or by Court  
15 order.

16 8. Procedure for Requesting Disclosure of "Confidential – Attorneys/Experts Only"  
17 Discovery to Named Parties. Discovery marked "Confidential – Attorneys/Experts Only" may  
18 not be disclosed to the named Parties in this case unless the attorney of record for the Party to  
19 whom the "Confidential – Attorneys/Experts Only" information is to be revealed first advises  
20 opposing counsel in writing of the intent to disclose such information to the client, specifically  
21 identifies information to be disclosed and opposing counsel consents in writing to such  
22 disclosure. Any counsel receiving a written request from opposing counsel to disclose  
23 "Confidential – Attorneys/Experts Only" information to a Party shall respond in writing to the  
24 request, indicating whether the request is granted or denied. The Parties and their counsel agree  
25 to provide timely responses to a written request from opposing counsel to disclose  
26 "Confidential – Attorneys/Experts Only" information to a Party. For purposes of this  
27 Stipulation, the Parties and their counsel agree that a response to opposing counsel's written

1 request to disclose “Confidential – Attorneys/Experts Only” information to a Party shall be  
2 provided by no later than seven (7) calendar days from the date of receipt of the written request  
3 to disclose “Confidential – Attorneys/Experts Only” information to a Party. The Parties and  
4 their counsel further agree that they shall meet and confer in an effort to resolve any issue  
5 concerning disclosure of “Confidential – Attorneys/Experts Only” information to a Party. If the  
6 Parties are unable to informally resolve any dispute involving disclosure of “Confidential –  
7 Attorneys/Experts Only” information to a Party, the dispute may be presented by motion to the  
8 Court by the Party seeking to disclose such information to a Party. Before the Court, the Party  
9 requesting disclosure of “Confidential – Attorneys/Experts Only” information to a Party shall  
10 have the burden of proving that good cause and substantial justification exists for the disclosure  
11 of such information to a Party in the case. Until the Court rules on the challenge, all Parties  
12 shall continue to afford the material in question the level of protection to which it is entitled  
13 under the Party’s designation. The prevailing Party on a motion to the Court that seeks  
14 disclosure of “Confidential – Attorneys/Experts Only” Discovery to a Party shall be entitled to  
15 recover from the opposing Party its costs and reasonable attorneys’ fees associated with  
16 bringing or opposing the motion before the Court unless and if any of the circumstances set  
17 forth in Rule 37(a)(5) of the Federal Rules of Civil Procedure are found to exist by the Court.

18 9. Except as provided herein, Confidential Discovery shall not be disclosed to any  
19 non-party.

20 10. Confidential Discovery Subpoenaed or Ordered Produced in Other Litigation. If a  
21 receiving Party is served with a subpoena or a court order issued in other litigation that would  
22 compel disclosure of any information or items designated in this action as “Confidential” or  
23 “Confidential – Attorneys/Experts Only,” the receiving Party must so notify the designating  
24 Party, in writing (by fax or e-mail, if possible) immediately and in no event more than five (5)  
25 court days after receiving the subpoena or court order. Such notification must include a copy of  
26 the subpoena or court order.

27

1           The receiving Party also must immediately inform in writing the person or entity  
2 that caused the subpoena or order to issue in the other litigation that some or all the material  
3 covered by the subpoena or order is the subject of this Stipulated Protective Order. In addition,  
4 the receiving Party must deliver a copy of this Stipulated Protective Order promptly to the  
5 issuing person or entity in the other action that caused the subpoena or order to issue.

6           The purpose of imposing these duties is to alert the interested parties to the  
7 existence of this Protective Order and to afford the designating Party in this case an opportunity  
8 to try to protect its confidentiality interests in the court from which the subpoena or order  
9 issued. The designating Party shall bear the burden and the expenses of seeking protection in  
10 that court of its confidential material. The receiving Party shall reasonably cooperate with the  
11 designating Party in the latter's efforts to seek protection of its confidential materials, including  
12 providing written evidentiary declarations if requested; provided, however, that nothing in these  
13 provisions should be construed as authorizing or encouraging a receiving Party in this action to  
14 disobey a lawful directive from another court.

15           11.    Unauthorized Disclosure of Confidential Discovery. If a receiving Party learns  
16 that, by inadvertence or otherwise, it has disclosed Confidential Discovery to any person or in  
17 any circumstance not authorized under this Stipulated Protective Order, the receiving  
18 Party must immediately (a) notify in writing the designating Party of the unauthorized  
19 disclosures, (b) use its best efforts to retrieve all copies of the Confidential Discovery; (c)  
20 inform the person or persons to whom unauthorized disclosures were made of all the terms of  
21 this Order and (d) request such person to execute the "Promise of Confidentiality" (attached  
22 hereto as Exhibit "A").

23           12.    Conditions to be Met Prior to Disclosure. Before any information marked  
24 "Confidential – Attorneys/Experts Only" is disclosed to any persons described in Paragraph 6  
25 above, other than the Court and the attorneys of record for the Parties, the attorney(s) for the  
26 Party attempting disclosure shall fully explain the terms of this Order and shall advise the  
27 attorneys' support staff and any expert or consultant that the Confidential Discovery is subject

1 to this Order and the limitations imposed by this Order on the persons to whom such  
2 Confidential Discovery can be disclosed. Further, the attorney(s) for the Party attempting  
3 disclosure shall have such persons read the Order and shall ascertain to the best of the  
4 attorneys' abilities that such persons fully understand the terms of the Order. However, before  
5 any of these obligations shall exist, the Party producing discovery marked "Confidential –  
6 Attorneys/Experts Only" shall first advise counsel for the other Party that discovery is being so  
7 provided and shall send discovery by a means that states prominently on the envelope that the  
8 package contains "INFORMATION TO BE OPENED BY ATTORNEY ONLY."

9 13. Preservation of Objections to Discovery; Waiver of Certain Grounds for  
10 Objection. This order shall not constitute a waiver of the Parties' rights to object to discovery  
11 on any grounds, including but not limited to the grounds that the information sought is  
12 privileged, contains trade secrets, confidential financial information, privileged information,  
13 proprietary information, confidential business information, or confidential personal information.  
14 No Party to this Agreement, however, shall refuse to produce documents or disclose  
15 information solely on the grounds the requested information or documents contain confidential  
16 or proprietary information.

17 14. Filing with the Court. The parties intend to confer with the Court during their  
18 Joint Scheduling Conference to discuss the mechanics and requirements for the filing of  
19 Confidential Discovery with the Court. The objective of that conference is to establish a  
20 protocol to be used to assist in the filing of Confidential Discovery under seal. Until such time  
21 as that conference occurs and a further order is issued by the Court, the parties agree that all  
22 Confidential Discovery filed with the Court, or any pleading or memorandum that includes or  
23 purports to reproduce or paraphrase any Confidential Discovery, shall be filed only in sealed  
24 envelopes or other appropriate sealed containers on which shall be endorsed the title of this  
25 action, an indication of the nature of its contents, the word "Confidential," and a statement  
26 substantially in the following form:

27

1 “Confidential. The enclosed documents are being filed in compliance  
2 with Local Rule 39-141 of the United States District Court, Eastern  
3 District of California, and pursuant to Stipulated Protective Order. Not to  
4 be opened or the contents thereof displayed or revealed, except by Order  
5 of the Court or pursuant to written stipulation of the Parties to this action.”  
6 This envelope shall not be opened without Order of the Court, except by  
7 officers of the Court and counsel of record, who, after reviewing the  
8 contents, shall return them to the Clerk in a sealed envelope or container.”

9 15. Use of Confidential Discovery. Confidential Discovery disclosed pursuant to this  
10 Stipulated Protective Order shall not be used other than for the purposes of this action.  
11 Documents disclosed pursuant to this Stipulated Protective Order may be used in connection  
12 with any trial or other proceeding in this case, including motions. The use of any document  
13 designated “Confidential” or “Confidential – Attorneys/Experts Only” under the terms of this  
14 Stipulated Protective Order, at trial will be subject to the terms and conditions of this Stipulated  
15 Protective Order and Local Rule 39-141.

16 16. Return of Confidential Discovery. Within sixty (60) days after expiration of any  
17 and all appeals or time periods to appeal in this action, all Confidential Discovery, including all  
18 copies, notes, renderings, compilations, recordings, lists, microfilms, photographs, videos, or  
19 other references thereof or thereto, shall be returned to the counsel of record for the Party who  
20 produced it or, at the option of the person then in possession of the Confidential Discovery,  
21 destroyed. If counsel chooses to destroy the documents rather than return them, counsel shall  
22 notify counsel for the Party who produced such documents in writing of their destruction,  
23 including specifically, the date, time, place and manner of destruction. Notwithstanding this  
24 provision, counsel are entitled to retain an archival copy of all pleadings, motion papers,  
25 transcripts, legal memoranda, correspondence or attorney work product, even if such materials  
26 contain Confidential Discovery. Any such archival copies that contain or constitute

1 Confidential Discovery remain subject to the Stipulated Protective Order as set forth in  
2 Paragraph 1, above.

3 17. Order Binding Upon Successors and Assigns. All the terms of this Stipulated  
4 Protective Order as to the designation of “Confidential” and “Confidential – Attorneys/Experts  
5 Only” documents for the purposes of this case shall be binding upon and inure to the benefit of  
6 the Parties hereto and to their successors and assigns.

7 18. Faxed Signatures. The Parties may submit executed copies of their signatures via  
8 facsimile which shall be enforceable as original wet ink signatures.

9 19. Execution in Counter-parts. This Stipulated Protective Order may be executed in  
10 counterparts, and when so executed, each counterpart shall be deemed to be an original and  
11 shall constitute one and the same instrument which may be sufficiently evidenced by one  
12 counterpart.

13 **IT IS SO STIPULATED:**

14  
15 Dated: December 30, 2009

CHRISTENSEN & AUER

16  
17 By: /s/ Stephen G. Auer

18 Stephen G. Auer  
19 Attorneys for Plaintiffs  
20 PERINATAL MEDICAL GROUP, INC.,  
21 KRISHNAKAMUR RAJANI, M.D., AND  
22 STEPHEN ELLIOTT, M.D.

23  
24 Dated: December 31, 2009

COLEMAN & HOROWITT, LLP

25  
26 By: /s/ Darryl J. Horowitt

27 Darryl J. Horowitt  
Attorneys for Plaintiffs  
PERINATAL MEDICAL GROUP, INC.,  
KRISHNAKAMUR RAJANI, M.D., AND  
STEPHEN ELLIOTT, M.D.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

Dated: December 30, 2009

LAW OFFICES OF WILLIAM C. HAHESY

By: /s/ William C. Hahey  
William C. Hahey  
Attorneys for Defendant  
CHILDREN'S HOSPITAL CENTRAL  
CALIFORNIA

Dated: December 29, 2009

DAVIS WRIGHT TREMAINE LLP

By: /s/ Douglas C. Ross  
Douglas C. Ross  
Attorneys for Defendant  
CHILDREN'S HOSPITAL CENTRAL  
CALIFORNIA

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

**EXHIBIT "A"**

**PROMISE OF CONFIDENTIALITY**

I, \_\_\_\_\_, declare as follows:

1. My [business or residential] address is \_\_\_\_\_, and my present occupation is \_\_\_\_\_.

2. I have received a copy of the **STIPULATED PROTECTIVE ORDER** regarding Confidential Discovery in the action entitled *Perinatal Medical Group, Inc., et al v. Children's Hospital Central California, Inc., et al.* filed in the United States District Court for the Eastern District of California, Fresno Division as Case No. Case No. 1:09-CV-01273-LJO-SMS

3. I will comply with all of the provisions of the **STIPULATED PROTECTIVE ORDER**. I will hold in confidence, will not disclose to anyone other than those persons specifically authorized by the **STIPULATED PROTECTIVE ORDER**, and will not copy or use except for purposes of the litigation, any documents or information designated **"Confidential" or "Confidential – Attorneys/Experts Only."**

4. I will return any materials received under this **STIPULATED PROTECTIVE ORDER** at the conclusion of the instant case, to the Party or its counsel who originally provided said materials to me.

5. I hereby stipulate to the jurisdiction of the United States District Court for the Eastern District of California, Fresno Division, with regard to any proceeding to enforce the terms of the **STIPULATED PROTECTIVE ORDER** against me.

I declare under penalty of perjury under the laws of the United States of America that the forgoing is true and correct and that this **PROMISE OF CONFIDENTIALITY** was executed on the \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_.

\_\_\_\_\_

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

**ORDER**

GOOD CAUSE HAVING BEEN SHOWN AND THE PARTIES HAVING STIPULATED TO THE SAME, the Court finds that the above-stated **STIPULATED PROTECTIVE ORDER** is sanctioned by the Court, and shall be and now is the Order of the Court.

**THE COURT HEREBY ORDERS AS FOLLOWS:**

1. All Parties in this action shall abide by the terms of this **STIPULATED PROTECTIVE ORDER** as to the disclosure of any all documents and information designated “Confidential” of “Confidential – Attorneys/Experts Only” that are produced in connection with this case.

2. The Clerk of the Court is hereby directed to file under seal pursuant to Local Rule 39-141 all documents marked “Confidential” or “Confidential – Attorneys/Experts Only” any/or any and all pleadings in which information from said documents (or parts thereof) is contained or disclosed without further order of this Court. This Order shall suffice for all purposes with regard to the Clerk of this Court accepting the filing of said documents or pleadings under seal. The Party seeking to file said documents or pleadings shall present a copy of this Order to the Clerk at the time of presentment of said documents or pleadings for filing under seal. No further order of this Court is necessary.

**IT IS SO ORDERED.**

**Dated: January 8, 2010**

**/s/ Sandra M. Snyder**  
**UNITED STATES MAGISTRATE JUDGE**