

United States District Court
Northern District of California

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JUSTICE FIRST
Jenny C. Huang, SBN 223596
180 Grand Avenue, Suite 1300
Oakland, CA 94612
Telephone: (510) 628-0695
Email: jhuang@justicefirst.net

LAW OFFICE OF STEPHEN SCHEAR,
Stephen Schear, SBN 83806
2831 Telegraph Avenue
Oakland, California 94609
Telephone: (510) 832-3500
Email: steveschear@gmail.com

Attorneys for Plaintiff Ryan Kime

MANATT, PHELPS & PHILLIPS, LLP
Barry S. Landsberg, SBN 117284
Doreen W. Shenfeld, SBN 113686
Colin McGrath, SBN 286882
11355 W. Olympic Blvd.
Los Angeles, CA 90064
Telephone: (510) 451-6770
Emails: blandsberg@manatt.com
dshenfeld@manatt.com
cmcgrath@manatt.com

Attorneys for Defendants Adventist Health Clearlake Hospital, Inc.,
Medical Staff of St. Helena Hospital Clearlake, and Dr. John Weeks

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

RYAN KIME, M.D.,
Plaintiff,

vs.

ADVENTIST HEALTH CLEARLAKE
HOSPITAL, ET AL.,

Defendants.

) Case No.: 1:16-cv-04502 (YGR)

) **STIPULATED PROTECTIVE ORDER**

) ***AS MODIFIED BY THE COURT***

1 1. PURPOSES AND LIMITATIONS

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

15 2. PROTECTIONS REGARDING PERSONAL, HEALTH AND MEDICAL
16 INFORMATION AND CONFIDENTIAL MEDICAL STAFF RECORDS.

17 The parties acknowledge that information produced in discovery, regardless
18 of its designation under this Order, may contain information that concerns or relates
19 to private, personal health and medical information that is subject to the protections
20 of (a) the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)
21 and the applicable requirements of the Standards for Privacy of Individually
22 Identifiable Health Information and its implementing regulations issued by the U.S.
23 Department of Health and Human Services (45 C.F.R. Parts 160-64; HIPAA Privacy
24 Regulations) and/or (b) California’s Confidentiality of Medical Information Act
25 (“CMIA”) (California Civil Code § 56 *et seq.*) (collectively, “Privacy Laws.”). The
26 parties also acknowledge that information produced in discovery may include the
27 confidential records and proceedings of the Medical Staff of St. Helena Hospital
28 Clearlake, which defendants would not voluntarily produce if this matter were pending in

1 California State Court. The parties and all third-party signatories to this Protective
2 Order agree to take all measures necessary to comply with the requirements of the
3 Privacy Laws and any other applicable laws governing the privacy of health and
4 medical information and confidential Medical Staff records and proceedings. Such
5 measures include, but are not limited to, the development, implementation,
6 maintenance and use of appropriate administrative, technical and physical
7 safeguards, in compliance with all applicable state and federal laws, to preserve the
8 confidentiality and integrity of private health and medical information.

9 3. DEFINITIONS

10 3.1 Challenging Party: a Party or Non-Party that challenges the designation
11 of information or items under this Order.

12 3.2 “CONFIDENTIAL” Information or Items: information (regardless of
13 how it is generated, stored or maintained) or tangible things that qualify for protection
14 under Federal Rule of Civil Procedure 26(c). To the extent not included, the term
15 CONFIDENTIAL shall also include:

16 a. information which concerns or relates to the trade secrets,
17 processes, operations, style of works, or apparatus, or to the production, sales,
18 shipments, purchases, transfers, identification of customers, inventories, or amount
19 or source of any income, profits, losses, or expenditures , or other information of
20 commercial value, the disclosure of which is likely to have the effect of impairing or
21 hindering the ability to perform its statutory functions, or causing substantial harm
22 or cause annoyance or embarrassment;

23 b. protected health information (“PHI”) as that term is defined
24 under HIPAA and its implementing regulations (45 C.F.R. § 160.103).

25 c. information that concerns or relates to the records and
26 proceedings of the Medical Staff of St. Helena Hospital Clearlake.

27 3.3 Counsel (without qualifier): Outside Counsel of Record and House
28 Counsel (as well as their support staff).

1 3.4 Designating Party: a Party or Non-Party that designates information or
2 items that it produces in disclosures or in responses to discovery as
3 “CONFIDENTIAL.”

4 3.5 Disclosure or Discovery Material: all items or information, regardless of
5 the medium or manner in which it is generated, stored, or maintained (including,
6 among other things, testimony, transcripts, and tangible things), that are produced or
7 generated in disclosures or responses to discovery in this matter.

8 3.6 Expert: a person with specialized knowledge or experience in a matter
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
10 expert witness or as a consultant in this action.

11 3.7 House Counsel: attorneys who are employees of a party to this action.
12 House Counsel does not include Outside Counsel of Record or any other outside
13 counsel.

14 3.8 Non-Party: any natural person, partnership, corporation, association, or
15 other legal entity not named as a Party to this action.

16 3.9 Outside Counsel of Record: attorneys who are not employees of a party
17 to this action but are retained to represent or advise a party to this action and have
18 appeared in this action on behalf of that party or are affiliated with a law firm which
19 has appeared on behalf of that party.

20 3.10 Party: any party to this action, including all of its officers, directors,
21 employees, consultants, retained experts, and Outside Counsel of Record (and their
22 support staffs).

23 3.11 Producing Party: a Party or Non-Party that produces Disclosure or
24 Discovery Material in this action.

25 3.12 Professional Vendors: persons or entities that provide litigation support
26 services (e.g., photocopying, court reporting, videotaping, translating, preparing
27 exhibits or demonstrations, and organizing, storing, or retrieving data in any form or
28 medium) and their employees and subcontractors.

1 3.13 Protected Material: any Disclosure or Discovery Material that is
2 designated as “CONFIDENTIAL.”

3 3.14 Receiving Party: a Party that receives Disclosure or Discovery Material
4 from a Producing Party.

5 4. SCOPE

6 The protections conferred by this Stipulation and Order cover not only
7 Protected Material (as defined above), but also (1) any information copied or extracted
8 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
9 Protected Material; and (3) any testimony, conversations, or presentations by Parties
10 or their Counsel that might reveal Protected Material. However, the protections
11 conferred by this Stipulation and Order do not cover any information that is in the
12 public domain at the time of disclosure to a Receiving Party or becomes part of the
13 public domain after its disclosure to a Receiving Party as a result of publication not
14 involving a violation of this Order, including becoming part of the public record
15 through trial or otherwise. Any use of Protected Material at trial shall be governed by
16 a separate agreement or order.

17 5. DURATION

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

26 6. DESIGNATING PROTECTED MATERIAL

27 6.1 Exercise of Restraint and Care in Designating Material for Protection.

28 Each Party or Non-Party that designates information or items for protection under this

1 Order must take care to limit any such designation to specific material that qualifies
2 under the appropriate standards. The Designating Party must designate for protection
3 only those parts of material, documents, items, or oral or written communications that
4 qualify – so that other portions of the material, documents, items, or communications
5 for which protection is not warranted are not swept unjustifiably within the ambit of
6 this Order.

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

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

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

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (e.g., paper or electronic
22 documents, but excluding transcripts of depositions or other pretrial or trial
23 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” to each
24 page that contains protected material. If only a portion or portions of the material on a
25 page qualifies for protection, the Producing Party also must clearly identify the
26 protected portion(s) (e.g., by making appropriate markings in the margins).

27 A Party or Non-Party that makes original documents or materials available for
28 inspection need not designate them for protection until after the inspecting Party has

1 indicated which material it would like copied and produced. During the inspection and
2 before the designation, all of the material made available for inspection shall be
3 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
4 it wants copied and produced, the Producing Party must determine which documents,
5 or portions thereof, qualify for protection under this Order. Then, before producing the
6 specified documents, the Producing Party must affix the “CONFIDENTIAL” legend
7 to each page that contains Protected Material. If only a portion or portions of the
8 material on a page qualifies for protection, the Producing Party also must clearly
9 identify the protected portion(s) (e.g., by making appropriate markings in the
10 margins).

11 (b) for testimony given in deposition or in other pretrial or trial proceedings,
12 that the Designating Party identify on the record, before the close of the deposition,
13 hearing, or other proceeding, all protected testimony, or by marking within fifteen
14 (15) days after the receipt of a final transcript of such deposition the portions of the
15 transcript to be designated as Confidential. During the deposition, if Confidential
16 information or material is to be disclosed, prior to such disclosure any person not
17 authorized to receive Confidential information shall be excluded from the deposition
18 until testimony regarding those matters has been concluded. If any testimony in a
19 deposition or any writing or information used during the course of a deposition is
20 designated as Confidential, the portion of the deposition record reflecting such
21 material shall be stamped with the appropriate designation and access thereto shall be
22 limited pursuant to the terms of this Order. The terms of this Order shall apply to
23 videotaped depositions, and DVDs, video cassettes or other video containers shall be
24 labeled in accordance with the terms of this Order.

25 (c) for information produced in some form other than documentary and for
26 any other tangible items, that the Producing Party affix in a prominent place on the
27 exterior of the container or containers in which the information or item is stored the
28 legend “CONFIDENTIAL.” If only a portion or portions of the information or item

1 warrant protection, the Producing Party, to the extent practicable, shall identify the
2 protected portion(s).

3 6.3 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.
6 Upon timely correction of a designation, the Receiving Party must make reasonable
7 efforts to assure that the material is treated in accordance with the provisions of this
8 Order.

9 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

10 7.1 Timing of Challenges. Any Party or Non-Party may challenge a
11 designation of confidentiality at any time. Unless a prompt challenge to a Designating
12 Party's confidentiality designation is necessary to avoid foreseeable, substantial
13 unfairness, unnecessary economic burdens, or a significant disruption or delay of the
14 litigation, a Party does not waive its right to challenge a confidentiality designation by
15 electing not to mount a challenge promptly after the original designation is disclosed.

16 7.2 Meet and Confer. The Challenging Party shall initiate the dispute
17 resolution process by providing written notice of each designation it is challenging
18 and describing the basis for each challenge. To avoid ambiguity as to whether a
19 challenge has been made, the written notice must recite that the challenge to
20 confidentiality is being made in accordance with this specific paragraph of the
21 Protective Order. The parties shall attempt to resolve each challenge in good faith and
22 must begin the process by conferring directly (in voice to voice dialogue; other forms
23 of communication are not sufficient) within 14 days of the date of service of notice. In
24 conferring, the Challenging Party must explain the basis for its belief that the
25 confidentiality designation was not proper and must give the Designating Party an
26 opportunity to review the designated material, to reconsider the circumstances, and, if
27 no change in designation is offered, to explain the basis for the chosen designation. A
28 Challenging Party may proceed to the next stage of the challenge process only if it has

1 engaged in this meet and confer process first or establishes that the Designating Party
2 is unwilling to participate in the meet and confer process in a timely manner.

3 7.3 Judicial Intervention. If the Parties cannot resolve a challenge without
4 court intervention, the parties shall follow the Court's Standing Order in Civil Cases
5 regarding Discovery and Discovery Motions. The parties may file a joint letter brief
6 regarding retaining confidentiality within 21 days of the initial notice of challenge or
7 within 14 days of the parties agreeing that the meet and confer process will not resolve
8 their dispute, whichever is earlier. Failure by a Designating Party to file such
9 discovery dispute letter within the applicable 21 or 14 day period (set forth above)
10 with the Court shall automatically waive the confidentiality designation for each
11 challenged designation. If, after submitting a joint letter brief, the Court allows that a
12 motion may be filed, any such motion must be accompanied by a competent
13 declaration affirming that the movant has complied with the meet and confer
14 requirements imposed in the preceding paragraph. The Court, in its discretion, may
15 elect to transfer the discovery matter to a Magistrate Judge.

16 In addition, the parties may file a joint letter brief regarding a challenge to a
17 confidentiality designation at any time if there is good cause for doing so, including a
18 challenge to the designation of a deposition transcript or any portions thereof. If, after
19 submitting a joint letter brief, the Court allows that a motion may be filed, any motion
20 brought pursuant to this provision must be accompanied by a competent declaration
21 affirming that the movant has complied with the meet and confer requirements
22 imposed by the preceding paragraph. The Court, in its discretion, may elect to refer
23 the discovery matter to a Magistrate Judge.

24 The burden of persuasion in any such challenge proceeding shall be on the
25 Designating Party. Frivolous challenges, and those made for an improper purpose
26 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
27 expose the Challenging Party to sanctions. Unless the Designating Party has waived
28 the confidentiality designation by failing to file a letter brief to retain confidentiality

1 as described above, all parties shall continue to afford the material in question the
2 level of protection to which it is entitled under the Producing Party’s designation until
3 the court rules on the challenge.

4 8. ACCESS TO AND USE OF PROTECTED MATERIAL

5 8.1 Basic Principles. A Receiving Party may use Protected Material that is
6 disclosed or produced by another Party or by a Non-Party in connection with this case
7 only for prosecuting, defending, or attempting to settle this litigation, or in any related
8 state medical board investigations or proceedings. Such Protected Material may be
9 disclosed only to the categories of persons and under the conditions described in this
10 Order. When the litigation has been terminated, a Receiving Party must comply with
11 the provisions of section 14 below (FINAL DISPOSITION).

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

15 8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
16 otherwise ordered by the court or permitted in writing by the Designating Party, a
17 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
18 only to:

19 (a) the Receiving Party’s Outside Counsel of Record in this action, as well
20 as employees of said Outside Counsel of Record to whom it is reasonably necessary to
21 disclose the information for this litigation and who have signed the “Acknowledgment
22 and Agreement to Be Bound” that is attached hereto as Exhibit A;

23 (b) the officers, directors, and employees (including House Counsel) of the
24 Receiving Party to whom disclosure is reasonably necessary for this litigation and
25 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

- 1 (d) the court and its personnel;
- 2 (e) court reporters and their staff, professional jury or trial consultants,
3 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary
4 for this litigation and who have signed the “Acknowledgment and Agreement to Be
5 Bound” (Exhibit A);
- 6 (f) professional jury or trial consultants and mock jurors to whom disclosure
7 is reasonably necessary for this litigation and who have signed that
8 “Acknowledgement and Agreement to Be Bound” (Exhibit A);
- 9 (g) during their depositions, witnesses in the action to whom disclosure is
10 reasonably necessary and who have signed the “Acknowledgment and Agreement to
11 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered
12 by the court. Pages of transcribed deposition testimony or exhibits to depositions that
13 reveal Protected Material must be separately bound by the court reporter and may not
14 be disclosed to anyone except as permitted under this Stipulated Protective Order;
- 15 (h) the author or recipient of a document containing the information or a
16 custodian or other person who otherwise possessed or knew the information; and
- 17 (i) the staff and/or attorneys of any state Medical Board and/or any state
18 agency reviewing, investigating, or conducting a hearing concerning or relating to Dr.
19 Kime arising from the events described in the Complaint or resulting from
20 information reported by Adventist Health Clearlake Hospital or its medical staff
21 regarding Dr. Kime’s hospital privileges.

22 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
23 OTHER LITIGATION

24 If a Party is served with a subpoena or a court order issued in other litigation
25 that compels disclosure of any information or items designated in this action as
26 “CONFIDENTIAL,” that Party must:

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

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

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

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

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

17 (a) The terms of this Order are applicable to information produced by a
18 Non-Party in this action and designated as “CONFIDENTIAL.” Such information
19 produced by Non-Parties in connection with this litigation is protected by the
20 remedies and relief provided by this Order. Nothing in these provisions should be
21 construed as prohibiting a Non-Party from seeking additional protections.

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

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

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

4 (3) make the information requested available for inspection by the Non-
5 Party.

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

14 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

15 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
16 Protected Material to any person or in any circumstance not authorized under this
17 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
18 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
19 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
20 persons to whom unauthorized disclosures were made of all the terms of this Order,
21 and (d) request such person or persons to execute the "Acknowledgment and
22 Agreement to Be Bound" that is attached hereto as Exhibit A.

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

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

1 may be established in an e-discovery order that provides for production without prior
2 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
3 parties reach an agreement on the effect of disclosure of a communication or
4 information covered by the attorney-client privilege or work product protection, the
5 parties may incorporate their agreement in the stipulated protective order submitted to
6 the court.

7 13. MISCELLANEOUS

8 13.1 Right to Further Relief. Nothing in this Order abridges the right of any
9 person to seek its modification by the court in the future.

10 13.2 Right to Assert Other Objections. By stipulating to the entry of this
11 Protective Order no Party waives any right it otherwise would have to object to
12 disclosing or producing any information or item on any ground not addressed in this
13 Stipulated Protective Order. Similarly, no Party waives any right to object on any
14 ground to use in evidence of any of the material covered by this Protective Order.

15 13.3 Filing Protected Material. Without written permission from the
16 Designating Party or a court order secured after appropriate notice to all interested
17 persons, a Party may not file in the public record in this action any Protected Material.
18 A Party that seeks to file under seal any Protected Material must comply with Civil
19 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court
20 order authorizing the sealing of the specific Protected Material at issue. Pursuant to
21 Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that
22 the Protected Material at issue is privileged, protectable as a trade secret, or otherwise
23 entitled to protection under the law. If a Receiving Party's request to file Protected
24 Material under seal pursuant to Civil Local Rule 79-5(d) is denied by the court, then
25 the Receiving Party may file the information in the public record pursuant to Civil
26 Local Rule 79-5(e) unless otherwise instructed by the court.

27 14. FINAL DISPOSITION

28 Within 60 days after the final disposition of this action, as defined in paragraph

1 4, each Receiving Party must return all Protected Material to the Producing Party or
2 destroy such material. As used in this subdivision, “all Protected Material” includes
3 all copies, abstracts, compilations, summaries, and any other format reproducing or
4 capturing any of the Protected Material. Whether the Protected Material is returned or
5 destroyed, the Receiving Party must submit a written certification to the Producing
6 Party (and, if not the same person or entity, to the Designating Party) by the 60 day
7 deadline that (1) identifies (by category, where appropriate) all the Protected Material
8 that was returned or destroyed and (2) affirms that the Receiving Party has not
9 retained any copies, abstracts, compilations, summaries or any other format
10 reproducing or capturing any of the Protected Material. Notwithstanding this
11 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
12 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
13 deposition and trial exhibits, expert reports, attorney work product, and consultant and
14 expert work product, even if such materials contain Protected Material. Any such
15 archival copies that contain or constitute Protected Material remain subject to this
16 Protective Order as set forth in Section 5 (DURATION).

17 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

18
19 Dated: November 4, 2016
20 Oakland, California

JUSTICE FIRST
Attorneys for Plaintiff Ryan Kime
By:

21 _____
22 */s/ Jenny Huang*
23 Jenny C. Huang
24 180 Grand Avenue, Suite 1300
Oakland, CA 94612

25 Dated: November 4, 2016
26 Los Angeles, California

MANATT, PHELPS & PHILLIPS, LLP
Attorneys for Defendants
By:


27 _____
28 */s/ Doreen Shenfeld*

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Barry S. Landsberg
Doreen W. Shenfeld
Colin McGrath
11355 W. Olympic Blvd.
Los Angeles, CA 90064

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: November 8, 2016



The Honorable Yvonne Rogers Gonzalez
United States District Court Judge

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
5 perjury that I have read in its entirety and understand the Stipulated Protective Order
6 that was issued by the United States District Court for the Northern District of
7 California on _____ [date] in the case of *Kime v. Adventist Health*
8 *Clearlake Hosp.*, Case No. 16-cv-04502 (YGR). I agree to comply with and to be
9 bound by all the terms of this Stipulated Protective Order and I understand and
10 acknowledge that failure to so comply could expose me to sanctions and punishment
11 in the nature of contempt. I solemnly promise that I will not disclose in any manner
12 any information or item that is subject to this Stipulated Protective Order to any
13 person or entity except in strict compliance with the provisions of this Order. I further
14 agree to submit to the jurisdiction of the United States District Court for the Northern
15 District of California for the purpose of enforcing the terms of this Stipulated
16 Protective Order, even if such enforcement proceedings occur after termination of this
17 action. I hereby appoint _____ [print or type full name] of
18 _____ [print or type full address and
19 telephone number] as my California agent for service of process in connection with
20 this action or any proceedings related to enforcement of this Stipulated Protective
21 Order.

22 Date: _____

23
24 City and State where sworn and signed: _____

25
26 Printed name: _____

27
28 Signature: _____