

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI**

**UNITED STATES OF AMERICA, ex rel.
CAMERON JEHL**

PLAINTIFFS

VS.

NO. 3:19CV091-MPM-JMV

**GGNSC SOUTHAVEN LLC D/B/A GOLDEN
LIVINGCENTER-SOUTHAVEN; GGNSC
ADMINISTRATIVE SERVICES LLC D/B/A
GOLDEN VENTURES; AND GGNSC CLINICAL
SERVICES LLC D/B/A GOLDEN CLINICAL
SERVICES**

DEFENDANTS

JOINT AGREEMENT ON E-DISCOVERY

By agreement of counsel the parties enter into the following agreement for e-discovery relative to the Plaintiff's request for production of electronic information herein:

Custodians:

The Defendants are agreeable to the following custodians:

- 1) Lionelle Trofort;
- 2) Cyndi Dughetti;
- 3) Mary Lowe;
- 4) Terrie Gamble
- 5) Audra Peters
- 6) Stacy Davis
- 7) Brooke Sims
- 8) Mardi Dixon
- 9) Kim Gunther
- 10) Keri Oviedo
- 11) Wanda Prince
- 12) Brenda Barton
- 13) Blake Arthur
- 14) Mike Karicher

Timeframe:

January 1, 2013 – May 31, 2014

Search Terms:

The following search terms will be applied to e-mails located:

Domain Search:

azbn.gov
arsbn.gov
virginia.gov
dan.west@conwaycorp.net
ark.org
ms.gov
uniquecircle.msn.com
msn@memphis.edu
ltrofort@aol.com

Terms (not limited by the above domain searches):

Trofort!
Troffort!
Trofortt!
Troffortt!
Leah OR "Leah's"
Lionelle OR "Lionelle's"
LT OR "LT's"
Compact OR "NLC"
"PSOR" OR (primary w/3 residenc!)
"Multi-state" OR "multi state" OR "multistate"
"single-state" OR "single state" OR "singlestate"
(licens!) w/10 (investigat! OR revoked OR invalid OR expired OR lapsed)
Unlicensed
Nonlicensed
"not licensed"
("licensure problem" OR "licensure issue" OR ("issue with" w/5 "license") OR ("problem with" w/5 "license"))
"PTP" OR (privilege! w/3 practice)
(investigat! OR discipline!) AND ("Arkansas" OR "Arizona" OR "AR" OR "AZ" OR "board" OR "BON" OR "BoN")

Note: This search term does not include searching other "variations" (such as other stemming/wildcard) other than those precisely stated unless an exclamation point is used.

Results:

Subject to the right to object/not produce, the Defendants will (i) identify and produce the relevant, non-privileged/confidential e-mails which result from the search process described that are related to Defendants, this litigation, and the information requested by Plaintiff in discovery; (ii) redact other employees or resident names/PHI and individuals' personal information, and; (iii) if multiple Golden Living facilities are referenced in an e-mail or attachment, other Golden Living affiliated nursing facilities' identifying information will be redacted. Defendants will provide a privilege

log identifying any relevant information that is withheld or redacted based on a claim of privilege or confidentiality; notwithstanding the foregoing, Defendants are not required to log redactions for PHI, personal information, and/or identifying information of affiliated nursing facilities. Relator reserves the right to seek the production of information that is withheld or redacted by Defendants pursuant to this paragraph.

Protective Order:

To the extent permitted by the Agreed Protective Order entered by the Court, e-mails produced may be marked “Confidential” and subject to the provisions of the Protective Order.

Production Date:

The e-mails are to be produced within thirty (30) days of the parties reaching an agreement on the subjects discussed in this letter. However, Defendants will endeavor to accomplish a rolling production whereby documents will be produced as located, reviewed and prepared for production.

Costs of Production:

Defendants reserve the right to request cost-shifting for Plaintiff to bear the costs of the production once those costs are known. Defendants shall not be entitled to seek reimbursement or cost-shifting from Plaintiff unless, prior to incurring costs, they have given Plaintiff a good-faith estimate of such costs.

Effect of Agreement:

By agreeing to this E-Discovery Plan the parties are agreeing that, subject to Plaintiff’s right to propound additional discovery herein prior to any applicable discovery deadline, this will be the full and final agreement on the scope of the e-mail discovery to be conducted for purposes of Defendants’ responses to Plaintiff’s interrogatories and requests for production that have been propounded to Defendants thus far herein absent court instruction. This agreement is not intended to and does not limit the Defendants’ ability to search and produce to Plaintiff and/or use in the defense of this litigation other information Defendants believe is relevant to this matter provided that such documents are timely and properly disclosed to Plaintiff in accordance with the Federal Rules of Civil Procedure, the Federal Rules of Evidence, and any Order entered by the Court. This agreement does not constitute a waiver of either party’s objections to the privilege, authenticity, confidentiality, relevance or other objections to admissibility of the files at trial; nor does it constitute a finding that either party has waived any objections to the production of the same or similar information which may be sought in other litigation or proceedings.

SO ORDERED this the 28th day of April, 2021.

/s/ Jane M. Virden

UNITED STATES MAGISTRATE JUDGE

AGREED:

/s/Nathan Sanders
COUNSEL FOR RELATOR

/s/Margaret Sams Gratz
COUNSEL FOR DEFENDANTS