

1 SAMUEL R. MAIZEL (Bar No. 189301)  
 samuel.maizel@dentons.com  
 2 SONIA MARTIN (State Bar No. 191148)  
 sonia.martin@dentons.com  
 3 TANIA M. MOYRON (Bar No. 235736)  
 tania.moyron@dentons.com  
 4 NICHOLAS A. KOFFROTH (Bar No. 287854)  
 nick.koffroth@dentons.com  
 5 DENTONS US LLP  
 601 South Figueroa Street, Suite 2500  
 6 Los Angeles, California 90017-5704  
 Tel: (213) 623-9300 / Fax: (213) 623-9924  
 7

8 Counsel to Plaintiffs and Chapter 11  
 Debtors and Debtors In Possession

9 **UNITED STATES DISTRICT COURT**  
 10 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**  
 11 **WESTERN DIVISION - LOS ANGELES**

12 In re

Case No. CV 20-00613-DSF

13 VERITY HEALTH SYSTEM OF  
 14 CALIFORNIA, INC., *et al.*

**STIPULATED PROTECTIVE ORDER**

15 VERITY HEALTH SYSTEM OF  
 16 CALIFORNIA, INC., a California  
 17 nonprofit public benefit corporation, ST.  
 18 VINCENT MEDICAL CENTER, a  
 19 California nonprofit public benefit  
 20 corporation, ST. VINCENT DIALYSIS  
 21 CENTER, INC., a California nonprofit  
 22 public benefit corporation, and  
 ST. FRANCIS MEDICAL CENTER, a  
 California nonprofit public benefit  
 corporation, SETON MEDICAL  
 CENTER, a California nonprofit public  
 benefit corporation, and VERITY  
 HOLDINGS, LLC, a California limited  
 liability company,

23 Plaintiffs,

24 v.

25 KALI P. CHAUDHURI, M.D., an  
 26 individual, STRATEGIC GLOBAL  
 27 MANAGEMENT, INC., a California  
 28 corporation, KPC HEALTHCARE  
 HOLDINGS, INC. a California  
 Corporation KPC HEALTH PLAN  
 HOLDINGS, INC. a California  
 Corporation, KPC HEALTHCARE, INC.  
 a Nevada Corporation, KPC GLOBAL



1820151201214000000000011

1 MANAGEMENT, LLC, a California  
2 Limited Liability Company, and DOES 1  
through 500,

3 Defendants.

4 STRATEGIC GLOBAL  
5 MANAGEMENT, INC., a California  
6 corporation,

7 Counter-Plaintiff,

8 v.

9 VERITY HEALTH SYSTEM OF  
10 CALIFORNIA, INC., a California  
11 nonprofit public benefit corporation, ST.  
12 VINCENT MEDICAL CENTER, a  
13 California nonprofit public benefit  
14 corporation, ST. VINCENT DIALYSIS  
15 CENTER, INC., a California nonprofit  
16 public benefit corporation, and ST.  
17 FRANCIS MEDICAL CENTER, a  
18 California nonprofit public benefit  
19 corporation, SETON MEDICAL  
CENTER, a California nonprofit public  
benefit corporation, and VERITY  
HOLDINGS, LLC, a California limited  
liability company,

20 Counter-Defendants.

21  
22 This Stipulated Protective Order (“Protective Order”) is entered into by and  
23 between Plaintiffs Verity Health System of California, Inc. (“VHS”), St. Vincent Medical  
24 Center and its wholly-owned subsidiary, St. Vincent Dialysis Center, Inc. (“collectively,  
25 St. Vincent”), St. Francis Medical Center (“St. Francis”), Seton Medical Center (“Seton,”  
26 and together with St. Francis and St. Vincent, the “Plaintiff Hospitals” or the  
27 “Hospitals”), and Verity Holdings, LLC (“Verity Holdings”), and the Chapter 11 Debtors  
28 and Debtors in Possession (collectively, the “Debtors” or “Plaintiffs”), and Defendants

1 Strategic Global Management, Inc. (“SGM”), Kali P. Chaudhuri, M.D., KPC Healthcare  
2 Holdings, Inc., KPC Health Plan Holdings, Inc., KPC Healthcare, Inc., and KPC Global  
3 Management, LLC, (collectively, “Defendants”).

4 1. PURPOSES AND LIMITATIONS

5 As the parties have represented that discovery in this action is likely to involve  
6 production of confidential, proprietary, or private information for which special  
7 protection from public disclosure and from use for any purpose other than prosecuting  
8 this litigation may be warranted, this Court enters the following Protective Order. This  
9 Order does not confer blanket protections on all disclosures or responses to discovery.  
10 The protection it affords from public disclosure and use extends only to the limited  
11 information or items that are entitled to confidential treatment under the applicable  
12 legal principles. Further, as set forth in Section 12.3, below, this Protective Order does  
13 not entitle the parties to file confidential information under seal. Rather, when the  
14 parties seek permission from the court to file material under seal, the parties must  
15 comply with Civil Local Rule 79-5 and with any pertinent orders of the assigned judge.

16 2. GOOD CAUSE STATEMENT

17 In light of the nature of the claims and allegations in this case and the parties’  
18 representations that discovery in this case will involve the production of confidential  
19 records, and in order to expedite the flow of information, to facilitate the prompt  
20 resolution of disputes over confidentiality of discovery materials, to adequately protect  
21 information the parties are entitled to keep confidential, to ensure that the parties are  
22 permitted reasonable necessary uses of such material in connection with this action, to  
23 address their handling of such material at the end of the litigation, and to serve the ends  
24 of justice, a protective order for such information is justified in this matter. The parties  
25 shall not designate any information/documents as confidential without a good faith  
26 belief that such information/documents have been maintained in a confidential, non-  
27 public manner, and that there is good cause or a compelling reason why it should not be  
28 part of the public record of this case.

1           3.     DEFINITIONS

2           3.1    Action: The instant action.

3           3.2    Challenging Party: a Party or Non-Party that challenges the designation of  
4 information or items under this Order.

5           3.3    “CONFIDENTIAL” Information or Items: information (regardless of how  
6 it is generated, stored or maintained) or tangible things that qualify for protection under  
7 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
8 Statement.

9           3.4    Counsel: Attorneys representing a Party including outside counsel of  
10 record and in-house counsel (as well as their support staff).

11          3.5    Designating Party: a Party or Non-Party that designates information or  
12 items that it produces in disclosures or in responses to discovery as  
13 “CONFIDENTIAL.”

14          3.6    Disclosure or Discovery Material: all items or information, regardless of  
15 the medium or manner in which it is generated, stored, or maintained (including, among  
16 other things, testimony, transcripts, and tangible things), that are produced or generated  
17 in disclosures or responses to discovery in this matter.

18          3.7    Expert: a person with specialized knowledge or experience in a matter  
19 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
20 expert witness or as a consultant in this Action.

21          3.8    Non-Party: any natural person, partnership, corporation, association, or  
22 other legal entity not named as a Party to this action.

23          3.9    Party: any party to this Action, including all of its officers, directors,  
24 employees, consultants, retained experts, and outside counsel of record (and their  
25 support staffs).

26          3.10   Producing Party: a Party or Non-Party that produces Disclosure or  
27 Discovery Material in this Action.

28          3.11   Professional Vendors: persons or entities that provide litigation support

1 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
2 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
3 their employees and subcontractors.

4 3.12 Protected Material: any Disclosure or Discovery Material that is  
5 designated as “CONFIDENTIAL.”

6 3.13 Receiving Party: a Party that receives Disclosure or Discovery Material  
7 from a Producing Party.

#### 8 4. SCOPE

9 The protections conferred by this Protective Order cover not only Protected  
10 Material (as defined above), but also (1) any information copied or extracted from  
11 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
12 Material; and (3) any deposition testimony, conversations, or presentations by Parties or  
13 their Counsel that might reveal Protected Material, other than during a court hearing or  
14 at trial.

15 Any use of Protected Material during a court hearing or at trial shall be governed  
16 by the orders of the presiding judge. This Protective Order does not govern the use of  
17 Protected Material during a court hearing or at trial.

#### 18 5. DURATION

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

#### 27 6. DESIGNATING PROTECTED MATERIAL

##### 28 6.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

#### 16 6.2 Manner and Timing of Designations.

17 Except as otherwise provided in this Protective Order, or as otherwise stipulated  
18 or ordered, Disclosure or Discovery Material that qualifies for protection under this  
19 Order must be clearly so designated before the material is disclosed or produced.

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (e.g., paper or electronic documents,  
22 but excluding transcripts of depositions), that the Producing Party affix at a minimum,  
23 the legend "CONFIDENTIAL" to each page that contains protected material.

24 (b) for testimony given in depositions, the Designating Party can designate  
25 testimony "CONFIDENTIAL" in one of two ways. First, a Party may identify on the  
26 record at the deposition the section(s) of the testimony to be designated  
27 CONFIDENTIAL. Second, within 30 days of receipt of the deposition transcript, a  
28 party may identify the section(s) of the testimony to be designated "CONFIDENTIAL"

1 providing written notice to all parties of such designation, including the range of the  
2 specific page numbers. All deposition transcripts shall be treated as CONFIDENTIAL  
3 until 30 days after receipt of the transcript in order to give the parties an opportunity to  
4 make designations.

5 (c) for information produced in some form other than documentary and for any  
6 other tangible items, that the Producing Party affix in a prominent place on the exterior  
7 of the container or containers in which the information is stored the legend  
8 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
9 protection, the Producing Party, to the extent practicable, shall identify the protected  
10 portion(s).

11 (d) for documents produced by a Producing Party that a Receiving Party believes  
12 contains information that qualifies as Confidential, within 30 days of receipt of the  
13 production, a Receiving Party may identify documents to be designated  
14 “CONFIDENTIAL” by providing written notice to all parties of such designation,  
15 including the range of the specific documents that should be treated as  
16 CONFIDENTIAL in accordance with this Protective Order. All documents produced  
17 by a Non-Party shall be treated as CONFIDENTIAL until 30 days after receipt of the  
18 documents in order to give the parties an opportunity to make designations.

### 19 6.3 Inadvertent Failures to Designate.

20 If timely corrected, an inadvertent failure to designate qualified information or  
21 items does not, standing alone, waive the Designating Party’s right to secure protection  
22 under this Protective Order for such material. Upon timely correction of a designation,  
23 the Receiving Party must make reasonable efforts to assure that the material is treated  
24 in accordance with the provisions of this Protective Order.

## 25 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

### 26 7.1 Timing of Challenges.

27 Any Party may challenge a designation of confidentiality at any time that is  
28 consistent with the Court’s Scheduling Order.



1           7.2   Meet and Confer.

2           The Challenging Party shall initiate the dispute resolution process under Local  
3 Rule 37-1 et seq.

4           7.3   Standard.

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

12           8.    ACCESS TO AND USE OF PROTECTED MATERIAL

13           8.1   Basic Principles.

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

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

23           8.2   Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
24 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
25 may disclose any information or item designated "CONFIDENTIAL" only to:

- 26           (a) the Receiving Party's attorneys of record, as well as employees of said  
27 attorneys to whom it is reasonably necessary to disclose the information for this Action;  
28           (b) the officers, directors, consultants and employees (including in-house



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

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

(d) the court and its personnel;

(e) private court reporters and their staff to whom disclosure is reasonably necessary for this Action;

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

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

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

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

9. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
PRODUCED IN OTHER LITIGATION

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

1 “CONFIDENTIAL,” the Party must:

2 (a) promptly notify in writing the Designating Party. Such notification shall  
3 include a copy of the subpoena or court order unless prohibited by law;

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

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

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

18 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

19 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
20 Protected Material to any person or in any circumstance not authorized under this  
21 Protective Order, the Receiving Party must immediately (a) notify in writing the  
22 Designating Party of the unauthorized disclosures, (b) use reasonable efforts to retrieve  
23 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
24 whom unauthorized disclosures were made of all the terms of this Order, and (d)  
25 request such person or persons to execute the “Acknowledgment and Agreement to Be  
26 Bound” (Exhibit A).

27 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
28 PROTECTED MATERIAL

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

10 12. MISCELLANEOUS

11 12.1 Right to Further Relief. Nothing in this Protective Order abridges the right  
12 of any person to seek its modification by the Court in the future.

13 12.2 Right to Assert Other Objections. No Party waives any right it otherwise  
14 would have to object to disclosing or producing any information or item on any ground  
15 not addressed in this Protective Order. Similarly, no Party waives any right to object on  
16 any ground to use in evidence of any of the material covered by this Protective Order.

17 12.3 Filing Protected Material. A Party that seeks to file under seal any  
18 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent  
19 orders of the assigned judge. Protected Material may only be filed under seal pursuant  
20 to a court order authorizing the sealing of the specific Protected Material at issue. If a  
21 Party's request to file Protected Material under seal is denied by the court, then the  
22 Receiving Party may file the information in the public record unless otherwise  
23 instructed by the court.

24 13. FINAL DISPOSITION

25 Within 60 days after the final disposition of this Action, as defined in Section 5,  
26 each Receiving Party must return all Protected Material to the Producing Party or  
27 destroy such material. As used in this subdivision, "all Protected Material" includes all  
28 copies, abstracts, compilations, summaries, and any other format reproducing or

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

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

11 It is so stipulated by the counsel below:

12  
13 Dated: December 10, 2020

14 **DENTONS US LLP**  
15 **JAE K. PARK**

16 By: /s/ Jae K. Park  
17 Counsel to Plaintiffs and Chapter 11  
18 Debtors and Debtors In Possession

19 Dated: December 10, 2020

20 **BARNES & THORNBURG LLP**  
21 **KEVIN D. RISING**  
22 **RACHEL LERMAN**  
23 **JOEL R. MEYER**

24 By: /s/ Joel R. Meyer  
25 Counsel for Defendants,  
26 Strategic Global Management, Inc., *et*  
27 *al.*  
28

1 Pursuant to Local Rule 5-4.3.4(a)(2)(i), I, Joel R. Meyer, attest that all other  
2 signatories listed, and on whose behalf this filing is submitted, concur in the filing's  
3 content and have authorized the filing.  
4

5 /s/ Joel R. Meyer  
6 Joel R. Meyer  
7

8 PURSUANT TO STIPULATION,

9 IT IS SO ORDERED.

10 DATED: December 14, 2020

11 Dale S. Fischer  
12 Honorable Dale S. Fischer  
13 UNITED STATES DISTRICT JUDGE  
14  
15 \_\_\_\_\_  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3  
4 I, \_\_\_\_\_ [print or type full name], of  
5 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I  
6 have read in its entirety and understand the Protective Order that was issued by the United  
7 States District Court for the Central District of California on  
8 \_\_\_\_\_ in the case of  
9 \_\_\_\_\_. I agree to comply with and to be bound  
10 by all the terms of this Protective Order and I understand and acknowledge that failure to  
11 so comply could expose me to sanctions and punishment in the nature of contempt. I  
12 solemnly promise that I will not disclose in any manner any information or item that is  
13 subject to this Protective Order to any person or entity except in strict compliance with  
14 the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court for  
16 the Central District of California for the purpose of enforcing the terms of this Protective  
17 Order, even if such enforcement proceedings occur after termination of this action. I  
18 hereby appoint \_\_\_\_\_ [print or type full name] of  
19 \_\_\_\_\_ [print or type full address and  
20 telephone number] as my California agent for service of process in connection with this  
21 action or any proceedings related to enforcement of this Protective Order.

22 Date: \_\_\_\_\_

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

24  
25 Printed name: \_\_\_\_\_

26  
27 Signature: \_\_\_\_\_