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14 ELAINE CHAO, SECRETARY OF LABOR,
UNITED STATES DEPARTMENT OF LABOR

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16 UNITED STATES DISTRICT COURT
17 EASTERN DISTRICT OF CALIFORNIA

18 ELAINE CHAO, SECRETARY OF
LABOR, UNITED STATES
19 DEPARTMENT OF LABOR,

20 Plaintiffs,

21 vs.

22 JASMINE HALL CARE HOMES, INC., a
corporation, HALL CARE HOMES, INC., a
23 corporation, GEORGE K. HALL, an
individual, and ESTELA HALL, an
24 individual,

25 Defendants.

Case No. 2:05-CV-01306-GEB-KHM

**STIPULATION AND PROTECTIVE
ORDER RE: CONFIDENTIAL
DOCUMENTS**

26 IT IS HEREBY STIPULATED by and between Plaintiff ELAINE CHAO,
27 UNITED STATES DEPARTMENT OF LABOR and Defendants JASMINE HALL
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1 CARE HOMES, INC., HALL CARE HOMES, INC., GEORGE K. HALL, and ESTELA
2 HALL, through their undersigned counsel of record, with respect to the exchange of
3 certain documents between the parties in connection with this action, as follows:

4 1. Designation of Confidential Documents. In the course of this action, the
5 parties have requested, and will request, each other to produce certain documents including
6 records regarding the medical condition, treatment and other personal information of non-
7 parties who are clients of the care facilities. The party producing documents in response to
8 a request may contend that certain documents produced, or to be produced, constitute,
9 either in whole or in part, privileged, confidential and proprietary documents,
10 ("Confidential Documents"). If a party designates a portion of a document as confidential,
11 only that portion shall be deemed a Confidential Document, and the remainder
12 (nonconfidential portion) of the document may be used without regard to this Protective
13 Order so long as the confidential portion is redacted.

14 2. No Admission Regarding Admissible Evidence. In order to facilitate the
15 exchange of said Confidential Documents, the parties desire to enter into this Stipulation
16 and Protective Order permitting the use, copying, and disclosure of the Confidential
17 Documents. Nothing herein is to be construed as an admission that any of the Confidential
18 Documents exchanged constitute admissible evidence.

19 3. Handling of Confidential Documents. In response to a discovery request,
20 any party may, in good faith, designate any document produced by or to the other party as
21 a Confidential Document. Any Confidential Documents hereafter supplied in written or
22 documentary form shall promptly be labeled "Confidential" either directly on the
23 document or on a separate cover sheet by the party claiming confidentiality. In addition, a
24 party may, in writing, identify by Bates-stamp number a document it has produced as a
25 Confidential Document. When Confidential Documents, or information contained in
26 them, are incorporated in a deposition transcript, arrangements shall be made with the
27 reporter by the party claiming confidentiality to label the confidential portions of the
28 transcript "Confidential." Unless otherwise ordered by the Court, said documents will be

1 deemed Confidential Documents. In addition, when Confidential Documents, or
2 information contained in them, are incorporated or used in connection with a law and
3 motion matter, the party filing any such information in connection with the matter shall
4 seek permission from the Court for filing the information under seal, as provided by Local
5 Rule. motions and/or documents containing such information shall be filed under seal with
6 the Court.

7 4. Non-Disclosure of Confidential Documents. Neither the Confidential
8 Documents nor any of the information contained in the Confidential Documents shall be
9 disclosed to any person except the parties and their current counsel of record, and other
10 persons employed or retained by the parties' current counsel of record, and then only under
11 the terms and conditions set forth in this Stipulation and Protective Order. For purposes of
12 the immediately preceding sentence, "parties" shall mean ELAINE CHAO, UNITED
13 STATES DEPARTMENT OF LABOR, and those individuals employed by JASMINE
14 HALL CARE HOMES, INC., HALL CARE HOMES, INC., GEORGE K. HALL, and
15 ESTELA HALL, disclosure to whom is reasonably necessary in the defense of this case.
16 The parties' counsel of record shall assure that persons employed or retained by them shall
17 strictly maintain the confidentiality of the Confidential Documents. Moreover, the parties
18 specifically agree that the Confidential Documents shall not be used or disclosed by the
19 parties or their counsel of record other than in connection with this litigation and shall not
20 be used by the parties or their counsel of record in any other proceeding, except as
21 compelled by legal process.

22 5. Redaction of Private Information. The parties will adhere to Local Rule 39-
23 140 of the United States District Court for the Eastern District of California when
24 producing documents that contain private information such as financial account numbers,
25 social security numbers, dates of birth, and redact any information as required under
26 federal law. In addition, the parties wish to preserve the privacy rights of third parties,
27 including Defendants' clients and/or consumers at the care facilities. As such, the parties
28 specifically agree that when producing documents related to Defendants' clients and/or

1 consumers, the producing party shall redact information containing the client's and/or
2 consumer's identity and identify such redactions by a code (e.g., Client A, Client B, etc.)
3 If any such documents additionally contain any private health information of the client
4 and/or consumer, such as mental and physical medical diagnosis, mental health counseling
5 sessions, medical treatment, any communications with physicians, and information
6 regarding payments for health care services, each such document shall be considered a
7 Confidential Document as described in Paragraph 1 above, unless the parties agree that the
8 redaction of the client's or consumer's identity from the document in question is sufficient
9 to protect any privacy interests reflected in that particular document.

10 6. Disposition Upon Conclusion of Litigation. The Confidential Documents,
11 and any and all copies thereof, in the possession of a receiving party or counsel shall
12 promptly be returned to the producing party's counsel of record upon final determination of
13 the case.

14 7. No Admission Regarding Confidentiality. Neither this Protective Order, nor
15 any action taken by any attorney pursuant to this Protective Order, shall be deemed to have
16 the effect of any admission or waiver by any party hereto regarding the confidentiality of
17 the Confidential Documents.

18 8. Alteration or Enlargement of Protective Order. This Protective Order may
19 be altered or enlarged by written stipulation and revised order, or by the Court following
20 an appropriate motion.

21 9. Acknowledgment of Receipt. Any person (other than the Court, Court
22 personnel, the parties' counsel and persons employed by them) to whom access to a
23 Confidential Document is given, shall receive a copy of this Stipulation and Order and
24 shall sign and date it at the end hereof, acknowledging his/her agreement to be bound by
25 its terms. Copies of such signatures need not be disclosed to the other side except as
26 otherwise agreed or ordered by the Court in a circumstance in which breach of this
27 Stipulation and Order is alleged.

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1 10. If any party becomes aware of a document which appears to be privileged or
2 contain privileged or confidential information but which was not withheld on grounds of
3 privilege nor designated as Confidential, that party shall immediately notify counsel for the
4 opposing party and refrain from further disclosing or making use of the document or
5 information until the parties have determined whether any privilege properly applies
6 thereto, or if it should be designated as a Confidential Document subject to the terms of
7 this Order.

8 11. In light of the efforts that the parties hereto have made, and are continuing to
9 make, to exchange voluminous discovery in a manner which protects applicable privileges
10 and privacy rights, including those of third parties, any party's accidental or inadvertent
11 disclosure of privileged documents or information shall not, without more, be considered
12 to waive any privileges or protections otherwise attaching thereto.

13 Dated: September 22, 2006

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP
BALDWIN J. LEE
JENNIE L. LEE

16 By: /s/ Baldwin.Lee

BALDWIN J. LEE
Attorneys for Defendants
JASMINE HALL CARE HOMES, INC.,
HALL CARE HOMES, INC., GEORGE
K. HALL, AND ESTELA HALL

20 Dated: September 22, 2006

OFFICE OF THE SOLICITOR
UNITED STATES DEPARTMENT OF
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LAWRENCE BREWSTER
MARY K. ALEJANDRO
JAN M. COPLICK

24 By: /s/ Jan.Coplick

JAN M. COPLICK
Attorneys for Plaintiffs
ELAINE CHAO, SECRETARY OF
LABOR

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O R D E R

Based upon the stipulation of the parties, the terms of the Stipulation and Protective Order, as modified herein, are so ORDERED.

Dated: October 2, 2006.


UNITED STATES MAGISTRATE JUDGE