

1 Andrew M. Hutchison (SBN 289315)
2 **COZEN O'CONNOR**
3 101 Montgomery Street, Suite 1400
4 San Francisco, CA 94104
5 Tel: 415.644.0914
6 Fax: 415.644.0978
7 Email: ahutchison@cozen.com

Robert H. Bunzel (SBN 99395)
rbunzel@bzbm.com
Michael D. Abraham (SBN 125633)
mabraham@bzbm.com
Jayne Laiprasert (SBN 256930)
jlaiprasert@bzbm.com

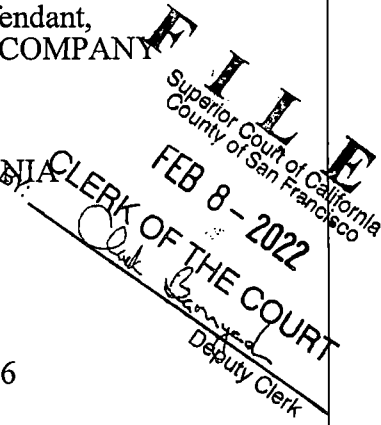
5 Kara N. Ingelhart (admitted *pro hac vice*)
6 **LAMDA LEGAL DEFENSE &**
7 **EDUCATION FUND, INC.**
8 105 West Adams, 26th Floor
9 Chicago, IL 60603-6208
10 Tel: 312.663.4413
11 Email: kingelhart@lambdalegal.org

BARTKO ZANKEL BUNZEL & MILLER
A Professional Law Corporation
One Embarcadero Center, Suite 800
San Francisco, CA 94111
Tel: 415.956.1900
Fax: 415.956.1152

9 Attorneys for Plaintiff,
10 A. DOE

Attorneys for Defendant,
A.J. BOGGS & COMPANY

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SAN FRANCISCO



14 **A. DOE, individually and on behalf of all**
15 **others similarly situated,**
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18 **A.J. BOGGS & COMPANY,**
19
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Plaintiff,

v.

Defendant.

Case No. CGC18565456

STIPULATED AMENDED PROTECTIVE ORDER

Dept: 613
Judge: The Honorable Andrew Y.S. Cheng

Trial Date: Not Set
Action Filed: April 3, 2018

21 In order to protect confidential information produced by the California Department of
22 Public Health (CDPH), the parties to this action, A. Doe, individually and on behalf of all others
23 similarly situated (plaintiff), and A.J. Boggs & Company (defendant), along with non-party
24 CDPH, by and through their respective counsel, hereby stipulate that documents produced by the
25 CDPH and designated as "Confidential" or "Highly Confidential" subject to this Amended
26 Protective Order will be disclosed subject to the following conditions:

- 27 1. When used in this Amended Protective Order, the term:
28

1 1.1. “ACTION” refers to this pending state court action, *A. Doe, individually*
2 *and on behalf of all others similarly situated v. A.J. Boggs & Company*, San Francisco Superior
3 Court Case No. CGC18565456.

4 1.2. “COURT” means the Honorable Judge Andrew Y.S. Cheng, the
5 Honorable Judge Mary E. Wiss, the Honorable Judge Jeffrey S. Ross, or any other judge to whom
6 this Action is assigned or referred, including any Court staff, or Court reporters that participate in
7 the proceedings.

8 1.3. “CONFIDENTIAL” means any information that is in the possession of a
9 Designating Party who believes in good faith that such information is entitled to confidential
10 treatment under applicable law.

11 1.4. “CONFIDENTIAL MATERIALS” means any Documents, Testimony or
12 Information as defined below designated as confidential.

13 1.5. “HIGHLY CONFIDENTIAL” means all Discovery Material that counsel
14 for the Designating Party has reviewed and believes in good faith requires a higher level of
15 protection than information designated as Confidential, and may only be viewed by counsel for
16 the parties as ATTORNEYS EYES ONLY, by the COURT, and by SETTLEMENT CLASS
17 MEMBERS and counsel representing a SETTLEMENT CLASS MEMBER in this Action after
18 the SETTLEMENT CLASS MEMBER (and counsel representing the SETTLEMENT CLASS
19 MEMBER in this Action, if counsel is to obtain access) has been verified by the Claims
20 Administrator¹ to in fact be a SETTLEMENT CLASS MEMBER and has executed an
21 Acknowledgment and Agreement to Be Bound by this Amended Protective Order, attached
22 hereto as Exhibit A.

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26 ¹ The Claims Administrator refers to Simpluris, who has, among other things, entered into
27 a separate nonmoney contract directly with CPDH for the limited purposes of authorizing the
28 Claims Administrator’s use of and access to the Settlement Class Member’s respective contact
information while administering the Settlement as set forth in the parties’ Settlement Agreement
and, who has executed a Business Associate Agreement with CDPH in the form required by
CDPH.

1 1.6. “HIGHLY CONFIDENTIAL MATERIALS” means any Documents,
2 testimony or information designated as “Highly Confidential” pursuant to the provisions of this
3 protective order.

4 1.7. “DESIGNATING PARTY” means any party to this Action or any
5 nonparty disclosing or producing Confidential Materials or Highly Confidential Materials in
6 connection to this Action.

7 1.8. “DISCLOSE,” “DISCLOSED,” OR “DISCLOSURE” means to give,
8 make available, or reveal Confidential Materials or Highly Confidential Materials, or any part
9 thereof.

10 1.9. “DISCOVERY MATERIAL” means all Documents or information
11 produced, generated, or disclosed in discovery by the CDPH in this Action, regardless of the
12 medium or manner in which it was stored, generated, or maintained.

13 1.10. “DOCUMENTS” means: (a) any “writing,” “original,” and “duplicate” as
14 those terms are defined in California Evidence Code Sections 250, 255, and 260, which have been
15 produced by the CDPH in discovery in this Action by any person or entity; and (b) any copies,
16 summaries, or reproductions of the same, in whole or in part.

17 1.11. “INFORMATION” means the content of Documents or Testimony.

18 1.12. “RECEIVING PARTY” means any person that receives or views
19 Confidential Materials or Highly Confidential Materials, including but not limited to any such
20 Confidential Materials or Highly Confidential Materials produced by CDPH in connection to this
21 Action.

22 1.13. “SETTLEMENT CLASS” refers to the class to be conditionally certified,
23 for settlement purposes only, consisting of the ninety-three (93) individuals who were the specific
24 intended recipients of the letter from CDPH dated April 7, 2017 attached to the Action’s
25 Complaint and First Amended Complaint as Exhibit 1.

26 1.14. “SETTLEMENT CLASS MEMBER” means any person who is included
27 in the Settlement Class.
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1 1.15. “TESTIMONY” means all depositions, declarations or other testimony
2 taken or used in this Action.

3 2. The Designating Party shall have the right to designate as Confidential any
4 Documents and/or Discovery Material that the Designating Party in good faith believes to contain
5 non-public information that is entitled to confidential treatment under applicable law. Unless
6 otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving
7 Party may disclose Confidential Materials only to:

8 2.1. counsel of record in this Action, as well as counsel’s employees to whom
9 it is reasonably necessary to Disclose the Information in connection with this Action;

10 2.2. the named parties and Court-appointed class representatives, including in-
11 house counsel, officers, directors, and employees of the Receiving Party to whom disclosure is
12 reasonably necessary for this Action;

13 2.3. experts, consultants, or investigators, including their staff, who have
14 signed the Acknowledgment and Agreement to Be Bound, attached hereto as Exhibit A;

15 2.4. outside photocopying, microfilming, or database service providers, trial
16 support firms, graphic production services, litigation support services engaged by the parties
17 during this Action to whom disclosure is reasonably necessary for this Action;

18 2.5. the Court, any court to which a party petitions for discovery of a
19 nonparty, any appellate court, necessary court personnel, and jurors;

20 2.6. court reporters and their staff, stenographers or video operators,
21 professional jury or trial consultants, mock jurors, and professional vendors to whom disclosure is
22 reasonably necessary for this Action;

23 2.7. during their depositions and deposition preparation, any witness in the
24 Action and the witness’ counsel to whom disclosure is reasonably necessary and who have signed
25 the Acknowledgment attached hereto as Exhibit A (although such individuals shall not be
26 permitted to retain any copies);

1 2.8. a Settlement Class Member after the Settlement Class Member who has
2 been verified as a valid Settlement Class Member by the Claims Administrator and who has
3 signed the Acknowledgment and Agreement to Be Bound, attached hereto as Exhibit A;

4 2.9. counsel to a Settlement Class Member in this Action after counsel has
5 signed the Acknowledgment and Agreement to Be Bound, attached hereto as Exhibit A;

6 3. The Designating Party shall have the right to designate as Highly Confidential only
7 any Documents and/or Discovery Material that the Designating Party in good faith believes to
8 contain highly sensitive, non-public information likely to cause injury to the Designating Party.
9 Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a
10 Receiving Party may disclose Highly Confidential Materials only to those persons identified and
11 described in Paragraphs 2.1, 2.5, 2.8, and 2.9 of this Order.

12 4. Designation of Discovery Materials as containing Confidential Materials or Highly
13 Confidential Materials as set forth in Paragraphs 2 and 3 of this Order may be made at or prior to
14 the time of production of Documents by stamping or otherwise affixing the legend “Confidential”
15 or “Highly Confidential” on each page deemed Confidential or Highly Confidential, respectively,
16 in a manner that does not interfere with the legibility of the Document.

17 5. Any person or entity in possession of Confidential Materials or Highly Confidential
18 Materials shall maintain those materials in a reasonably secure manner, and shall not reveal or
19 discuss such Information to or with any person not entitled to receive it, so that the Confidential
20 Materials or Highly Confidential Materials are not further disclosed or used in any manner
21 inconsistent with this Order. The protections conferred by this Order cover not only the protected
22 Information itself, but also any Information copied or extracted therefrom, as well as copies,
23 excerpts, summaries, or compilations thereof, plus Testimony, conversations, or presentations by
24 parties or counsel to or in court or in other settings that might disclose protected material to
25 persons not authorized to receive such material.

26 6. Any Documents or Discovery Material produced or disclosed in the Action shall be
27 used solely for the settlement of this Action and shall not be used for any other purpose or
28 disclosed to any third party not involved in the settlement of this action, including but not limited

1 to, any and all counsel for plaintiffs outside of this Action. The documents and their contents may
2 not be used in separate proceedings or in the future without first being obtained through proper
3 discovery procedures or court orders in those separate proceedings or actions.

4 7. No party shall file or lodge Confidential Materials or Highly Confidential Materials
5 on the Court's docket unless: (a) they have obtained the signed permission of CDPH to file such
6 documents under seal; and (b) the party has been granted permission from the Court to file under
7 seal in accordance with the procedures in rules 2.550 and 2.551 of the California Rules of Court.

8 8. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
9 Confidential Materials or Highly Confidential Materials to any person or in any circumstance not
10 authorized under this Order, the Receiving Party must immediately, not later than **3 calendar**
11 **days** after learning of the disclosure: (a) notify the Designating Party in writing of the
12 unauthorized disclosures; (b) use its best efforts to retrieve all unauthorized copies of the
13 Confidential Materials or Highly Confidential Materials; (c) inform the person or persons to
14 whom unauthorized disclosures were made of all the terms of this Order; and (d) request such
15 person or persons to execute the Acknowledgment that is attached hereto as Exhibit A.

16 9. **Within 30 calendar days after the final disposition of this Action**, including any
17 appeals, each Receiving Party must return all Confidential Materials and Highly Confidential
18 Materials to the Designating Party, including all copies, abstracts, compilations, summaries, and
19 any other form in which the Confidential Materials and Highly Confidential Materials may have
20 been reproduced or captured.

21 9.1. The Receiving Party must submit a written certification to the
22 Designating Party by the 30-day deadline that: (a) identifies (by category, where appropriate) all
23 the Confidential Materials or Highly Confidential Materials that were returned; and (b) affirms
24 that the Receiving Party has not retained any copies, abstracts, compilations, summaries, or any
25 other format reproducing or capturing any of the Confidential Materials or Highly Confidential
26 Materials.

27 9.2. Notwithstanding this provision, counsel for the Receiving Party may
28 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,

1 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work
2 product, and consultant and expert work product, even if such materials contain Confidential
3 Materials or Highly Confidential Materials.

4 9.3. Any such archival copies that contain or constitute Confidential Materials
5 or Highly Confidential Materials remain subject to this Order.

6 10. Upon full execution of this stipulation it shall be presented to the Court for entry as an
7 Order.

8 11. Counsel agree to be bound by the terms of this Order regarding any Confidential
9 Materials or Highly Confidential Materials that have been produced in this Action before the
10 Court signs and enters the Order.

11 12. The Parties to this Stipulation and Order may seek to modify it only by: (a) noticed
12 motion to the Court that has been served on counsel for all parties; or (b) by written agreement
13 signed by counsel for all parties and the CDPH.

14 13. No party to this Stipulation and Order, by designating information under this Order or
15 by acquiescing to any other party's designation, shall be deemed to have admitted or waived any
16 privilege, statutory prohibition of the release of confidential records relating to the Human
17 Immunodeficiency Virus (HIV) or Acquired Immunodeficiency Syndrome (AIDS), and/or
18 confidential, private, proprietary status of such information.

19 14. The Court retains jurisdiction to enforce this Stipulation and Order even after the
20 termination of this action, and to make such deletions, amendments, modifications, and additions
21 to the Stipulation and Order, as the Court may deem appropriate.

22 15. This Order shall not prevent any party from applying to the Court for further or
23 additional protective orders, for the modification of this Order, or from agreeing with the other
24 parties to modify this Order, subject to the Court's approval.

25 16. This Order may be executed in one or more counterparts, each of which is an original,
26 and all of which together constitute only one agreement between the parties.

1 **SO STIPULATED:**

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3 Dated: January 13, 2022

OFFICE OF THE ATTORNEY GENERAL

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/s/ Julia R. Jackson
JULIA R. JACKSON
Deputy Attorneys General
Attorneys for California
Department of Public Health

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10 Dated: January 13, 2022

LAMBDA LEGAL

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12

/s/ Kara Ingelhart
Kara Ingelhart
Attorneys for A. Doe, and all others
similarly situated

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16 Dated: January 13, 2022

COZEN O'CONNOR

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18

/s/ Andrew M. Hutchison
Andrew M. Hutchison
Attorneys for A. Doe, and all others
similarly situated

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Dated: January 13, 2022

BARTKO, ZANKEL, BUNZEL & MILLER
A professional corporation

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/s/ Michael Abraham
Michael Abraham
Attorneys for A.J. Boggs, Defendant

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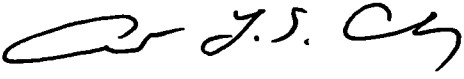
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ORDER

Good cause appearing, the Court hereby approves this Order in its entirety. The Parties in the matter shall be bound by the Amended Protective Order.

IT IS SO ORDERED.

Dated: 2/8, 2022



JUDGE OF THE SUPERIOR COURT

