

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Hunter Kerhart v. Memorial Health Services, et al.

Kerhart v. Memorial Health Services · No. 2:25-cv-05188-AJR · Decided November 14, 2025

SUMMARY

This document is a stipulated protective order entered in Hunter Kerhart v. Memorial Health Services, et al., in the United States District Court for the Central District of California. It governs the designation, use, disclosure, challenge, filing, and final disposition of confidential discovery materials, including procedures for inadvertent disclosure and unauthorized use. The order was stipulated and signed by counsel on November 14, 2025, and ordered by Magistrate Judge A. Joel Rihlich on the same date.

OPINION

Hunter Kerhart v. Memorial Health Services; et al.

PER CURIAM.

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8 UNITED STATES DISTRICT COURT

9 CENTRAL DISTRICT OF CALIFORNIA

10 11

HUNTER KERHART,

12 Plaintiff, Case No. 2:25-cv-05188-AJR 13 v.

[PROPOSED] STIPULATED

14 MEMORIAL HEALTH SERVICES; et PROTECTIVE ORDER

al., 15 Defendant. 16 17

18 1. GENERAL

19 1.1 Purposes and Limitations. Discovery in this action is likely to involve 20 production of
confidential, proprietary, or private information for which special 21 protection from public
disclosure and from use for any purpose other than prosecuting 22 this litigation may be
warranted. Accordingly, the parties hereby stipulate to and 23 petition the Court to enter the
following Stipulated Protective Order. The parties 24 acknowledge that this Order does not confer
blanket protections on all disclosures or 25 responses to discovery and that the protection it
affords from public disclosure and 26 use extends only to the limited information or items that are

entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal. 1.2 Good Cause Statement. This action is likely to involve customer and pricing lists and other valuable commercial, financial, and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

2. DEFINITIONS

2.1 Action: this pending federal lawsuit. 2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order. 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement. 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff). 2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as

“CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter. 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action. 2.8 House Counsel: attorneys

who are employees of a party to this Action. 18 House Counsel does not include Outside Counsel of Record or any other outside 19 counsel. 20 2.9 Non-Party: any natural person, partnership, corporation, association, or 21 other legal entity not named as a Party to this action. 22 2.10 Outside Counsel of Record: attorneys who are not employees of a party 23 to this Action but are retained to represent or advise a party to this Action and have 24 appeared in this Action on behalf of that party or are affiliated with a law firm that 25 has appeared on behalf of that party, including support staff. 26 2.11 Party: any party to this Action, including all of its officers, directors, 27 employees, consultants, retained experts, and Outside Counsel of Record (and their 28 support staffs). 1 2.12 Producing Party: a Party or Non-Party that produces Disclosure or 2 Discovery Material in this Action. 3 2.13 Professional Vendors: persons or entities that provide litigation support 4 services (e.g., photocopying, videotaping, translating, preparing exhibits or 5 demonstrations, and organizing, storing, or retrieving data in any form or medium) 6 and their employees and subcontractors. 7 2.14 Protected Material: any Disclosure or Discovery Material that is 8 designated as “CONFIDENTIAL.” 9 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material 10 from a Producing Party. 11

12 3. SCOPE

13 The protections conferred by this Stipulation and Order cover not only 14 Protected Material (as defined above), but also (1) any information copied or extracted 15 from Protected Material; (2) all copies, excerpts, summaries, or compilations of 16 Protected Material; and (3) any testimony, conversations, or presentations by Parties 17 or their Counsel that might reveal Protected Material. 18 Any use of Protected Material at trial shall be governed by the orders of the 19 trial judge. This Order does not govern the use of Protected Material at trial. 20

21 4. DURATION

22 Once a case proceeds to trial, all of the court-filed information to be introduced 23 that was previously designated as confidential or maintained pursuant to this 24 protective order becomes public and will be presumptively available to all members 25 of the public, including the press, unless compelling reasons supported by specific 26 factual findings to proceed otherwise are made to the trial judge in advance of the 27 trial. See *Kamakana v. City and Cty. of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 28 2006) (distinguishing “good cause” showing for sealing documents produced in 1 discovery from “compelling reasons” standard when merits-related documents are 2 part of court record). Accordingly, the terms of this protective order do not extend 3 beyond the commencement of the trial. 4

5 5. DESIGNATING PROTECTED MATERIAL

6 5.1 Exercise of Restraint and Care in Designating Material for Protection. 7 Each Party or Non-Party that designates information or items for protection under this 8 Order must take care to limit any such designation to specific material that qualifies 9 under the appropriate standards. The Designating Party must designate for protection 10 only those parts of material, documents, items, or oral or written communications that 11 qualify so that other portions of the material,

documents, items, or communications 12 for which protection is not warranted are not swept unjustifiably within the ambit of 13 this Order. 14 Mass, indiscriminate, or routinized designations are prohibited. Designations 15 that are shown to be clearly unjustified or that have been made for an improper 16 purpose (e.g., to unnecessarily encumber the case development process or to impose 17 unnecessary expenses and burdens on other parties) may expose the Designating Party 18 to sanctions. 19 If it comes to a Designating Party's attention that information or items that it 20 designated for protection do not qualify for protection, that Designating Party must 21 promptly notify all other Parties that it is withdrawing the inapplicable designation. 22

5.2 Manner and Timing of Designations. Except as otherwise provided in 23 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise 24 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection 25 under this Order must be clearly so designated before the material is disclosed or 26 produced. 27 Designation in conformity with this Order requires: 28

1 (a) for information in documentary form (e.g., paper or electronic 2 documents, but excluding transcripts of depositions or other pretrial or trial 3 proceedings), that the Producing Party affix, at a minimum, the legend 4 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that 5 contains protected material. If only a portion or portions of the material on a page 6 qualifies for protection, the Producing Party also must clearly identify the protected 7 portion(s) (e.g., by making appropriate markings in the margins). 8 A Party or Non-Party that makes original documents available for inspection 9 need not designate them for protection until after the inspecting Party has indicated 10 which documents it would like copied and produced. During the inspection and 11 before the designation, all of the material made available for inspection shall be 12 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents 13 it wants copied and produced, the Producing Party must determine which documents, 14 or portions thereof, qualify for protection under this Order. Then, before producing 15 the specified documents, the Producing Party must affix the "CONFIDENTIAL 16 legend" to each page that contains Protected Material. If only a portion or portions 17 of the material on a page qualifies for protection, the Producing Party also must clearly 18 identify the protected portion(s) (e.g., by making appropriate markings in the 19 margins). 20

(b) for testimony given in depositions that the Designating Party identify 21 the Disclosure or Discovery Material on the record, before the close of the deposition. 22

(c) for information produced in some form other than documentary and 23 for any other tangible items, that the Producing Party affix in a prominent place on 24 the exterior of the container or containers in which the information is stored the legend 25 "CONFIDENTIAL." If only a portion or portions of the information warrants 26 protection, the Producing Party, to the extent practicable, shall identify the protected 27 portion(s). 28

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent 2 failure to designate qualified information or items does not, standing alone, waive the 3 Designating Party's right to secure protection under this Order for such material. 4 Upon timely correction of a designation, the Receiving Party must make reasonable 5 efforts to assure that the material is

treated in accordance with the provisions of this 6 Order. 7

8 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

9 6.1 Timing of Challenges. Any Party or Non-Party may challenge a 10 designation of confidentiality at any time that is consistent with the Court's 11 Scheduling Order. 12 6.2 Meet and Confer. The Challenging Party shall initiate the dispute 13 resolution process under Local Rule 37-1, et seq. Any discovery motion must strictly 14 comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3. 15 6.3 Burden. The burden of persuasion in any such challenge proceeding 16 shall be on the Designating Party. Frivolous challenges, and those made for an 17 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on 18 other parties) may expose the Challenging Party to sanctions. Unless the Designating 19 Party has waived or withdrawn the confidentiality designation, all parties shall 20 continue to afford the material in question the level of protection to which it is entitled 21 under the Producing Party's designation until the Court rules on the challenge. 22 // 23 // 24 // 25 // 26 27 28

1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is 3 disclosed or produced by another Party or by a Non-Party in connection with this 4 Action only for prosecuting, defending, or attempting to settle this Action. Such 5 Protected Material may be disclosed only to the categories of persons and under the 6 conditions described in this Order. When the Action has been terminated, a Receiving 7 Party must comply with the provisions of section 13 below (FINAL DISPOSITION). 8 Protected Material must be stored and maintained by a Receiving Party at a 9 location and in a secure manner that ensures that access is limited to the persons 10 authorized under this Order. 11 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless 12 otherwise ordered by the Court or permitted in writing by the Designating Party, a 13 Receiving Party may disclose any information or item designated 14 "CONFIDENTIAL" only to: 15 (a) the Receiving Party's Outside Counsel of Record in this Action, as 16 well as employees of said Outside Counsel of Record to whom it is reasonably 17 necessary to disclose the information for this Action; 18 (b) the officers, directors, and employees (including House Counsel) of 19 the Receiving Party to whom disclosure is reasonably necessary for this Action; 20 (c) Experts (as defined in this Order) of the Receiving Party to whom 21 disclosure is reasonably necessary for this Action and who have signed the 22 "Acknowledgment and Agreement to Be Bound" (Exhibit A); 23 (d) the Court and its personnel; 24 (e) court reporters and their staff; 25 (f) professional jury or trial consultants, mock jurors, and Professional 26 Vendors to whom disclosure is reasonably necessary for this Action and who have 27 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A); 28 1 (g) the author or recipient of a document containing the information or 2 a custodian or other person who otherwise possessed or knew the information; 3 (h) during their depositions, witnesses, and attorneys for witnesses, in 4 the Action to whom disclosure is reasonably necessary provided: (1) the deposing 5 party requests that the witness sign the form attached as Exhibit A hereto; and (2) they 6 will not be permitted to keep

any confidential information unless they sign the 7 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise 8 agreed by the Designating Party or ordered by the Court. Pages of transcribed 9 deposition testimony or exhibits to depositions that reveal Protected Material may be 10 separately bound by the court reporter and may not be disclosed to anyone except as 11 permitted under this Stipulated Protective Order; and 12 (i) any mediator or settlement officer, and their supporting personnel, 13 mutually agreed upon by any of the parties engaged in settlement discussions. 14

15 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
16 PRODUCED IN OTHER LITIGATION

17 If a Party is served with a subpoena or a court order issued in other litigation 18 that compels disclosure of any information or items designated in this Action as 19 “CONFIDENTIAL,” that Party must: 20 (a) promptly notify in writing the Designating Party. Such notification shall 21 include a copy of the subpoena or court order; 22 (b) promptly notify in writing the party who caused the subpoena or order to 23 issue in the other litigation that some or all of the material covered by the subpoena 24 or order is subject to this Protective Order. Such notification shall include a copy of 25 this Stipulated Protective Order; and 26 (c) cooperate with respect to all reasonable procedures sought to be pursued 27 by the Designating Party whose Protected Material may be affected. 28 1 If the Designating Party timely seeks a protective order, the Party served with 2 the subpoena or court order shall not produce any information designated in this action 3 as “CONFIDENTIAL” before a determination by the court from which the subpoena 4 or order issued, unless the Party has obtained the Designating Party’s permission. The 5 Designating Party shall bear the burden and expense of seeking protection in that court 6 of its confidential material and nothing in these provisions should be construed as 7 authorizing or encouraging a Receiving Party in this Action to disobey a lawful 8 directive from another court. 9

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

12 (a) The terms of this Order are applicable to information produced by a Non- 13 Party in this Action and designated as “CONFIDENTIAL.” Such information 14 produced by Non-Parties in connection with this litigation is protected by the 15 remedies and relief provided by this Order. Nothing in these provisions should be 16 construed as prohibiting a Non-Party from seeking additional protections. 17 (b) In the event that a Party is required, by a valid discovery request, to produce 18 a Non-Party’s confidential information in its possession, and the Party is subject to an 19 agreement with the Non-Party not to produce the Non-Party’s confidential 20 information, then the Party shall: 21 (1) promptly notify in writing the Requesting Party and the Non-Party 22 that some or all of the information requested is subject to a confidentiality agreement 23 with a Non-Party; 24 (2) promptly provide the Non-Party with a copy of the Stipulated 25 Protective Order in this Action, the relevant discovery request(s), and a reasonably 26 specific description of the information requested; and 27 (3) make the information requested available for inspection by the

Non- 28 Party, if requested. 1 (c) If the Non-Party fails to seek a protective order from this Court within 14 2 days of receiving the notice and accompanying information, the Receiving Party may 3 produce the Non-Party's confidential information responsive to the discovery request. 4 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce 5 any information in its possession or control that is subject to the confidentiality 6 agreement with the Non-Party before a determination by the Court. Absent a court 7 order to the contrary, the Non-Party shall bear the burden and expense of seeking 8 protection in this Court of its Protected Material. 9

10 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

11 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed 12 Protected Material to any person or in any circumstance not authorized under this 13 Stipulated Protective Order, the Receiving Party must immediately (a) notify in 14 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts 15 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or 16 persons to whom unauthorized disclosures were made of all the terms of this Order, 17 and (d) request such person or persons to execute the "Acknowledgment and 18 Agreement to Be Bound" that is attached hereto as Exhibit A. 19

20 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE

21 PROTECTED MATERIAL

22 When a Producing Party gives notice to Receiving Parties that certain 23 inadvertently produced material is subject to a claim of privilege or other protection, 24 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil

25 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure

26 may be established in an e-discovery order that provides for production without prior 27 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the 28 parties reach an agreement on the effect of disclosure of a communication or 1 information covered by the attorney-client privilege or work product protection, the 2 parties may incorporate their agreement in the stipulated protective order submitted 3 to the Court. 4

5 12. MISCELLANEOUS

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of any 7 person to seek its modification by the Court in the future. 8 12.2 Right to Assert Other Objections. By stipulating to the entry of this 9 Protective Order, no Party waives any right it otherwise would have to object to 10 disclosing or producing any information or item on any ground not addressed in this 11 Stipulated Protective Order. Similarly, no Party waives any right to object on any 12 ground to use in evidence of any of the material covered by this Protective Order. 13 12.3 Filing Protected Material. A Party that seeks to file under seal any 14 Protected Material must comply with Civil Local Rule 79-5. Protected Material may 15 only be filed under seal pursuant to a court order authorizing the sealing of the specific 16 Protected Material at issue; good cause must be shown in the request to file under 17 seal. If a Party's request to file Protected Material under seal is denied

by the Court, 18 then the Receiving Party may file the information in the public record unless 19 otherwise instructed by the Court. 20

21 13. FINAL DISPOSITION

22 After the final disposition of this Action, within 60 days of a written request by 23 the Designating Party, each Receiving Party must return all Protected Material to the 24 Producing Party or destroy such material. As used in this subdivision, “all Protected 25 Material” includes all copies, abstracts, compilations, summaries, and any other 26 format reproducing or capturing any of the Protected Material. Whether the Protected 27 Material is returned or destroyed, the Receiving Party must submit a written 28 certification to the Producing Party (and, if not the same person or entity, to the 1 Designating Party) by the 60 day deadline that (1) identifies (by category, where 2 appropriate) all the Protected Material that was returned or destroyed, and (2) affirms 3 that the Receiving Party has not retained any copies, abstracts, compilations, 4 summaries or any other format reproducing or capturing any of the Protected Material. 5 Notwithstanding this provision, counsel are entitled to retain an archival copy of all 6 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, 7 correspondence, deposition and trial exhibits, expert reports, attorney work product, 8 and consultant and expert work product, even if such materials contain Protected 9 Material. Any such archival copies that contain or constitute Protected Material 10 remain subject to this Protective Order as set forth in Section 4 (DURATION). 11

12 14. VIOLATION OF ORDER

13 Any violation of this Order may be punished by any and all appropriate 14 measures including, without limitation, contempt proceedings and/or monetary 15 sanctions. 16 17 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD. 18 19 DATED: November 14, 2025 20 21 /s/ Benjamin F. Tookey Attorneys for Plaintiff(s) 22 23 24 DATED: November 14, 2025 25 26 /s/ Richard K. Angel Attorneys for Defendant(s) 27 28 1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED. 2

3 DATED: 11/14/2025

HON. A. JOEL RICHLIN

4 United States Magistrate Judge 5 6 7 8 9 10 11 12 13 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, _____ [full name], of _____ 5 [full address], declare under penalty of perjury that I have read in its entirety and 6 understand the Stipulated Protective Order that was issued by the United States 7 District Court for the Central District of California on _____ [date] in the 8 case of Hunter Kerhart v. Memorial Health Services, et al., Case No. 2:25-cv- 9 05188-AJR. I agree to comply with and to be bound by all the terms of this 10 Stipulated Protective Order and I understand and acknowledge that failure to so 11 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 13 is subject to this Stipulated Protective Order to any person or entity except in strict 14 compliance with the provisions of this Order. 15 I further agree to submit to the jurisdiction of the United States District Court 16 for the Central District of California for the purpose of enforcing the terms of this 17 Stipulated Protective Order, even if such enforcement proceedings occur after 18 termination of this action. I hereby appoint _____ [full 19 name] of _____ [full address and 20 telephone number] as my California agent for service of process in connection with 21 this action or any proceedings related to enforcement of this Stipulated Protective 22 Order. 23 24 Date: _____ 25 City and State where signed: _____ 26 Printed name: _____ 27 Signature: _____ 28