

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

Lighthouse Healthcare Center, LLC v. National Fire & Marine  
Insurance Company

Lighthouse Healthcare Center · No. 2:25-cv-01651-ODW-MAA · Decided September 15, 2025

SUMMARY

This document is a stipulated protective order entered in Lighthouse Healthcare Center, LLC v. National Fire & Marine Insurance Company and MedPro Group, Inc. in the U.S. District Court for the Central District of California. It establishes procedures for designating, handling, challenging, disclosing, filing, and disposing of confidential discovery materials. The order was stipulated to by counsel and ordered by Magistrate Judge Maria A. Audero on September 15, 2025.

CASE DETAILS

|                       |                                                                                                                                                |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| COURT                 | United States District Court for the Central District of California                                                                            |
| WRITING FOR THE COURT | Maria A. Audero                                                                                                                                |
| JURISDICTION          | United States District Court for the Central District of California                                                                            |
| DECIDED               | September 15, 2025                                                                                                                             |
| DOCKET                | 2:25-cv-01651-ODW-MAA                                                                                                                          |
| DISPOSITION           | other                                                                                                                                          |
| PROCEDURAL POSTURE    | The parties stipulated to a protective order governing confidential discovery materials, and the court entered the order for good cause shown. |
| PRECEDENTIAL VALUE    | nonprecedential                                                                                                                                |
| PARTIES               | Lighthouse Healthcare Center, LLC v. National Fire & Marine Insurance Company, MedPro Group, Inc., Does 1-100                                  |

TOPICS

- discovery dispute
- civil procedure
- insurance
- commercial litigation
- sanctions

PRACTICE AREAS

- civil procedure
- insurance
- health law
- commercial litigation

## QUESTIONS PRESENTED

1. Whether good cause supported entry of a stipulated protective order governing confidential discovery materials.
2. What procedures should govern designation, use, challenge, disclosure, sealing, and final disposition of protected discovery materials.
3. Whether the protective order should preserve the parties' rights to seek additional protection, assert objections, and pursue sanctions or contempt for violations.

## HOLDINGS

1. Good cause supported entry of a protective order limited to information and items entitled to confidential treatment under applicable legal principles.
2. Material designated as confidential under the order, and information derived from it, may be used only to prosecute, defend, or attempt to settle the action and may be disclosed only to authorized categories of persons subject to the order's conditions.
3. Confidentiality designations must be limited to specific qualifying material, made in good faith, and applied in the prescribed manner; a party challenging a designation must follow the meet-and-confer and applicable local procedures, while the designating party bears the burden of persuasion.
4. Designation of discovery material as confidential does not itself authorize filing the material under seal; a party seeking sealing must comply with Local Rule 79-5 and make the showing required for the type of filing at issue, supported by competent evidence and narrowly tailored relief.
5. When a producing party gives notice that inadvertently produced material is privileged or otherwise protected, the receiving parties must follow Federal Rule of Civil Procedure 26(b)(5)(B), subject to any applicable e-discovery procedures.
6. After final disposition, protected material must be returned or destroyed upon timely written request, subject to specified archival-copy exceptions, and violations may be addressed through contempt proceedings, monetary sanctions, or other appropriate measures.

## KEY QUOTATIONS

*“The parties acknowledge that this Stipulated Protective Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.” (§ 1)*

*“The parties’ mere designation of Disclosure or Discovery Material as CONFIDENTIAL does not—without the submission of competent evidence by declaration, establishing that the material sought to be filed under seal qualifies as confidential, privileged, or otherwise protectable—constitute good cause.” (§ 2)*

*“A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Nonparty in connection with this Action only for prosecuting, defending, or attempting to settle this Action.” (§ 8.1)*

**FACTUAL BACKGROUND**

The action is an insurance-contract dispute likely to involve confidential business, financial, pricing, underwriting, technical, proprietary, legal, and medical information. The parties sought procedures limiting use and disclosure of qualifying discovery materials, resolving confidentiality-designation disputes, protecting inadvertently produced privileged material, and handling protected material after final disposition. The court found that a protective order was justified to facilitate discovery and protect information entitled to confidential treatment.

**PROCEDURAL HISTORY**

Plaintiff filed the original complaint on February 26, 2025. During discovery, the parties anticipated exchanging confidential, proprietary, financial, commercial, legal, and medical information and jointly submitted a stipulated protective order. The court entered the order on September 15, 2025.

**DISPOSITION**

other

**CASES CITED**

- Kamakana v. City & County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006)
- Phillips ex rel. Estates of Byrd v. General Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002)
- Makar-Welbon v. Sony Electronics, Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999)

**OPINION**

Lighthouse Healthcare Center, LLC v. National Fire & Marine Insurance Company  
PER CURIAM.

1 Avi Wagner (SBN #226688)

THE WAGNER FIRM

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Healthcare Center, LLC 6

UNITED STATES DISTRICT COURT

7 CENTRAL DISTRICT OF CALIFORNIA

8 Lighthouse Healthcare Center, LLC, a ) Case No.: 2:25-cv-01651-ODW-MAA 9 California  
Limited Liability Company, ) Hon. Otis D. Wright ) 10 Plaintiff, ) vs. ) Stipulated Protective Order  
) 11 National Fire & Marine Insurance ) Company, a Nebraska Corporation; ) 12 MedPro Group,  
Inc. and DOES 1-100, ) O riginal Complaint Filed: 2/26/25 ) 13 Defendant(s). ) ) Trial: August 18,  
2026 ) 14 ) ) 15 16 17 18 19 20

1. PURPOSES AND LIMITATIONS

21 Discovery in this action is likely to involve production of confidential, proprietary, or 22

private information for which special protection from public disclosure and from use 23 for any purpose other than prosecuting this litigation may be warranted. Accordingly, 24 the parties hereby stipulate to and petition the Court to enter the following Stipulated 1 Protective Order. The parties acknowledge that this Stipulated Protective Order does 2 not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited 3 information or items that are entitled to confidential treatment under the applicable 4 legal principles. The parties further acknowledge, as set forth in Section 13.3 below, 5 that this Stipulated Protective Order does not entitle them to file confidential 6 information under seal; Local Rule 79-5 sets forth the procedures that must be 7 followed and the standards that will be applied when a party seeks permission from 8 the Court to file material under seal. 9

## 2. GOOD CAUSE STATEMENT

10 This action is likely to involve information which is confidential, including trade 11 secrets, pricing and underwriting information, legal advice governed by the tripartite 12 relationship between the insured, insurer, and retained counsel, and other commercial, 13 financial, technical and/or proprietary information for which special protection from 14 public disclosure and from use for any purpose other than prosecution of this action is warranted. 15 16 Such confidential and proprietary materials and information consist of, among other 17 things, confidential business or financial information, confidential medical information of customers, information regarding confidential business practices, or 18 other confidential research, development, or commercial information (including 19 information implicating privacy rights of third parties), information otherwise 20 generally unavailable to the public, or which may be privileged or otherwise 21 protected from disclosure under state or federal statutes, court rules, case decisions, 22 or common law. Accordingly, to expedite the flow of information, to facilitate the 23 prompt resolution of disputes over confidentiality of discovery materials, to 24 adequately protect information the parties are entitled to keep confidential, to ensure 1 preparation for and in the conduct of trial, to address their handling at the end of the 2 litigation, and to 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 3 designated as confidential for tactical reasons and that nothing be so designated 4 without a good faith belief that it has been maintained in a confidential, non-public 5 manner, and there is good cause why it should not be part of the public record of this 6 case. 7 The parties further acknowledge, as set forth in Section 13.3, below, that this Stipulated 8 Protective Order does not entitle them to file confidential information under seal; Local

9 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. 10 There is a strong presumption that the public has a right of access to judicial 11 proceedings and records in civil cases. In connection with non-dispositive motions, 12 good cause must be shown to support a filing under seal. See *Kamakana v. City and 13 Cnty. of Honolulu*, 447 F.3d 1172, 1176 (9th Cir.

2006), *Phillips ex rel. Ests. of Byrd* 14 v. *Gen. Motors Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002), *Makar-Welbon v. Sony* 15 Elecs., Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders 16 require good cause showing), and a specific showing of good cause or compelling reasons with proper evidentiary support and legal justification, must be made with 17 respect to Protected Material that a party seeks to file under seal. The parties’ mere 18 designation of Disclosure or Discovery Material as CONFIDENTIAL does not— 19 without the submission of competent evidence by declaration, establishing that the 20 material sought to be filed under seal qualifies as confidential, privileged, or otherwise 21 protectable—constitute good cause. 22 Further, if a party requests sealing related to a dispositive motion or trial, then 23 compelling reasons, not only good cause, for the sealing must be shown, and the relief 24 sought shall be narrowly tailored to serve the specific interest to be protected. See 1 or type of information, document, or thing sought to be filed or introduced under seal 2 in connection with a dispositive motion or trial, the party seeking protection must articulate compelling reasons, supported by specific facts and legal justification, for 3 the requested sealing order. Again, competent evidence supporting the application to 4 file documents under seal must be provided by declaration. 5 Any document that is not confidential, privileged, or otherwise protectable in 6 its entirety will not be filed under seal if the confidential portions can be redacted. If 7 documents can be redacted, then a redacted version for public viewing, omitting only 8 the confidential, privileged, or otherwise protectable portions of the document, shall 9 be filed. Any application that seeks to file documents under seal in their entirety 10 should include an explanation of why redaction is not feasible.

### 11 3. DEFINITIONS

12 3.1. Action: means the above-entitled proceeding, *Lighthouse Healthcare Center, LLC v. National Fire & Marine Insurance Company and MedPro Group, Inc.*, United 14 States District Court, Central District of California Case No. 2:25-cv-01651-ODW. 15 3.2. Challenging Party: A Party or Nonparty that challenges the designation of 16 information or items under this Stipulated Protective Order. 17 3.3. “CONFIDENTIAL” Information or Items: Information (regardless of how it is 18 generated, stored or maintained) or tangible things that qualify for protection under 19 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause 20 Statement. 21 3.4. Counsel: Outside Counsel of Record and In-House Counsel (as well as their 22 support staff). 23 3.5. Designating Party: A Party or Nonparty that designates information or items that 24 it produces in disclosures or in responses to discovery as “CONFIDENTIAL.” 1 medium or manner in which it is generated, stored, or maintained (including, among 2 other things, testimony, transcripts, and tangible things), that is produced or generated in disclosures or responses to discovery in this matter. 3 4 3.7. Expert: A person with specialized knowledge or experience in a matter pertinent 5 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. 6 7 3.8 Final Disposition: the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein

after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

3.9. In-House Counsel: Attorneys who are employees of a party to this Action. In-House Counsel does not include Outside Counsel of Record or any other outside counsel.

3.10. Nonparty: Any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

3.11. Outside Counsel of Record: Attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes support staff.

3.12. Party: Any party to this Action, including all of its officers, directors, employees, consultants, retained experts, In-House Counsel, and Outside Counsel of Record (and their support staffs).

3.13. Producing Party: A Party or Nonparty that produces Disclosure or Discovery Material in this Action.

3.14. Professional Vendors: Persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

3.15. Protected Material: Any Disclosure or Discovery Material that is designated as

“CONFIDENTIAL.”

3.16. Receiving Party: A Party that receives Disclosure or Discovery Material from a Producing Party.

#### 4. SCOPE

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

#### 5. DURATION

Once a case proceeds to trial, all of the information that was designated as CONFIDENTIAL or maintained pursuant to this Stipulated Protective Order becomes public, unless additional protections are requested by the Parties and approved by the Court, and presumptively will be available to all members of the public, including the press, unless compelling reasons supported by specific factual findings to proceed otherwise are made to the trial judge in advance of the trial. See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (from “compelling reasons” standard when merits-related documents are part of court record). Accordingly, the terms of this Stipulated Protective Order do not extend beyond the commencement of the trial.

#### 6. DESIGNATING PROTECTED MATERIAL

5 6.1. Exercise of Restraint and Care in Designating Material for Protection. 6 Each Party or  
Nonparty that designates information or items for protection under this 7 Stipulated Protective  
Order must take care to limit any such designation to specific 8 material that qualifies under the  
appropriate standards. The Designating Party must 9 designate for protection only those parts of  
material, documents, items, or oral or 10 written communications that qualify so that other  
portions of the material, documents, items, or communications for which protection is not  
warranted are not swept 11 unjustifiably within the ambit of this Stipulated Protective Order. 12  
Mass, indiscriminate, or routinized designations are prohibited. Designations that are 13 shown to  
be clearly unjustified or that have been made for an improper purpose (e.g., 14 to unnecessarily  
encumber the case development process or to impose unnecessary 15 expenses and burdens on  
other parties) may expose the Designating Party to 16 sanctions. 17 6.2. Manner and Timing of  
Designations. 18 Except as otherwise provided in this Stipulated Protective Order (see, e.g.,  
Section 19 6.2(a)), or as otherwise stipulated or ordered, Disclosure or Discovery Material that 20  
qualifies for protection under this Stipulated Protective Order must be clearly so 21 designated  
before the material is disclosed or produced. 22 /// 23 Designation in conformity with this  
Stipulated Protective Order requires the 24 1 (a) For information in documentary form (e.g., paper  
or electronic documents, but 2 excluding transcripts of depositions or other pretrial or trial  
proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL 3  
SUBJECT TO PROTECTIVE ORDER" (hereinafter "CONFIDENTIAL 4 legend") to each page  
that contains protected material. If only a portion or 5 portions of the material on a page qualifies  
for protection, the Producing Party 6 also must clearly identify the protected portion(s) (e.g., by  
making appropriate 7 markings in the margins). 8 A Party or Nonparty that makes original  
documents available for inspection need not 9 designate them for protection until after the  
inspecting Party has indicated which documents it would like copied and produced. During the  
inspection and before the 10 designation, all of the material made available for inspection shall be  
deemed 11 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants  
12 copied and produced, the Producing Party must determine which documents, or 13 portions  
thereof, qualify for protection under this Stipulated Protective Order. Then, 14 before producing  
the specified documents, the Producing Party must affix the 15 CONFIDENTIAL legend to each  
page that contains Protected Material. If only a 16 portion or portions of the material on a page  
qualifies for protection, the Producing Party also must clearly identify the protected portion(s)  
(e.g., by making appropriate 17 markings in the margins). 18 19 (b) For testimony given in  
depositions, that the Designating Party identify the Disclosure or Discovery Material on the  
record, before the close of the 20 deposition, all protected testimony. 21 (c) For information  
produced in nondocumentary form, and for any other 22 tangible items, that the Producing Party  
affix in a prominent place on the 23 exterior of the container or containers in which the  
information is stored the 24 legend "CONFIDENTIAL." If only a portion or portions of the  
information 1 identify the protected portion(s). 2 6.3. Inadvertent Failure to Designate. If timely

corrected, an inadvertent failure to designate qualified information or items 3 does not, standing alone, waive the Designating Party's right to secure protection 4 under this Stipulated Protective Order for such material. Upon timely correction of a 5 designation, the Receiving Party must make reasonable efforts to assure that the 6 material is treated in accordance with the provisions of this Stipulated Protective 7 Order.

## 8 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

9 7.1. Timing of Challenges. Any Party or Nonparty may challenge a designation of confidentiality at any 10 time that is consistent with the Court's Scheduling Order. 11 7.2. Meet and Confer. 12 The Challenging Party shall initiate the dispute resolution process, which shall 13 comply with Local Rule 37.1 et seq. and with Section 4 of Judge Audero's 14 Procedures ("Mandatory Telephonic Conference for Discovery Disputes").1 15 7.3. Burden of Persuasion. 16 The burden of persuasion in any such challenge proceeding shall be on the 17 Designating Party. Frivolous challenges, and those made for an improper purpose 18 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may 19 expose the Challenging Party to sanctions. Unless the Designating Party has waived 20 or withdrawn the confidentiality designation, all parties shall continue to afford the 21 material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge. 22 23 7.4 Compliance with Case Management Order 24 1 All aspects of challenging confidentiality designations, including the meet and 2 confer process, shall be consistent with Section 6 of the Court's May 29, 2025 Scheduling and Case Management Order. 3

## 4 8. ACCESS TO AND USE OF PROTECTED MATERIALS

5 8.1. Basic Principles. 6 A Receiving Party may use Protected Material that is disclosed or produced by 7 another Party or by a Nonparty in connection with this Action only for prosecuting, 8 defending, or attempting to settle this Action. Such Protected Material may be 9 disclosed only to the categories of persons and under the conditions described in this 10 Stipulated Protective Order. When the Action reaches a final disposition, a Receiving Party must comply with the provisions of Section 14 below (FINAL DISPOSITION). 11 12 Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized 13 under this Stipulated Protective Order. 14 8.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise 15 ordered by the Court or permitted in writing by the Designating Party, a Receiving 16 Party may disclose any information or item designated "CONFIDENTIAL" only to: 17 (a) The Receiving Party's Outside Counsel of Record, as well as employees of said 18 Outside Counsel of Record to whom it is reasonably necessary to disclose the 19 information for this Action; 20 (b) The officers, directors, and employees (including In-House Counsel) of the 21 Receiving Party to whom disclosure is reasonably necessary for this Action; 22 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is 23 reasonably necessary for this Action and who have signed the "Acknowledgment and 24 1 (d) The Court and its personnel; 2 (e) Court reporters and their staff; 3 (f) Professional

jury or trial consultants, mock jurors, and Professional Vendors to 4 whom disclosure is reasonably necessary or this Action and who have signed the 5 “Acknowledgment and Agreement to be Bound” (Exhibit A); 6 (g) The author or recipient of a document containing the information or a custodian or 7 other person who otherwise possessed or knew the information; 8 (h) During their depositions, witnesses, and attorneys for witnesses, in the Action to 9 whom disclosure is reasonably necessary provided: (i) the deposing party requests 10 that the witness sign the “Acknowledgment and Agreement to Be Bound” (Exhibit 11 A); and (ii) the witness will not be permitted to keep any confidential information 12 unless they sign the “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed by the Designating Party or ordered by the Court. Pages of 13 transcribed deposition testimony or exhibits to depositions that reveal Protected 14 Material may be separately bound by the court reporter and may not be disclosed to 15 anyone except as permitted under this Stipulated Protective Order; and 16 (i) Any mediator or settlement officer, and their supporting personnel, mutually 17 agreed upon by any of the parties engaged in settlement discussions. 18

#### 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN

19

#### OTHER LITIGATION

20 If a Party is served with a subpoena or a court order issued in other litigation 21 that compels disclosure of any information or items designated in this Action as 22 “CONFIDENTIAL,” that Party must: 23 (a) Promptly notify in writing the Designating Party. Such notification shall 24 1 (b) Promptly notify in writing the party who caused the subpoena or order to 2 issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Stipulated Protective Order. Such notification shall include a 3 copy of this Stipulated Protective Order; and 4 5 (c) Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected. 6 7 If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this 8 action as “CONFIDENTIAL” before a determination by the Court from which the 9 subpoena or order issued, unless the Party has obtained the Designating Party’s 10 permission. The Designating Party shall bear the burden and expense of seeking 11 protection in that court of its confidential material and nothing in these provisions 12 should be construed as authorizing or encouraging a Receiving Party in this Action to 13 disobey a lawful directive from another court. 14

#### 10. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE 15 PRODUCED IN THIS LITIGATION

16 10.1. Application. 17 The terms of this Stipulated Protective Order are applicable to information 18 produced by a Nonparty in this Action and designated as “CONFIDENTIAL.” Such 19 information produced by Nonparties in connection with this litigation is protected by 20 the remedies and relief provided by this Stipulated Protective Order. Nothing in these 21

provisions should be construed as prohibiting a Nonparty from seeking additional protections. 22  
23 10.2. Notification. 24 In the event that a Party is required, by a valid discovery request, to  
produce a 1 agreement with the Nonparty not to produce the Nonparty's confidential information,  
2 then the Party shall: 3 (a) Promptly notify in writing the Requesting Party and the Nonparty that  
some or 4 all of the information requested is subject to a confidentiality agreement with a 5  
Nonparty; (b) Promptly provide the Nonparty with a copy of the Stipulated Protective Order 6 in  
this Action, the relevant discovery request(s), and a reasonably specific description 7 of the  
information requested; and 8 (c) Make the information requested available for inspection by the  
Nonparty, if 9 requested. 10 10.3. Conditions of Production. 11 (a) If the Nonparty fails to seek a  
protective order from this Court within fourteen 12 (14) days after receiving the notice and  
accompanying information, the 13 Receiving Party may produce the Nonparty's confidential  
information 14 responsive to the discovery request. If the Nonparty timely seeks a protective  
order, the Receiving Party shall not produce any information in its possession 15 or control that is  
subject to the confidentiality agreement with the Nonparty 16 before a determination by the Court.  
Absent a court order to the contrary, the 17 Nonparty shall bear the burden and expense of seeking  
protection in this Court 18 of its Protected Material. 19

#### 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed 21 Protected  
Material to any person or in any circumstance not authorized under this 22 Stipulated Protective  
Order, the Receiving Party immediately must (1) notify in 23 writing the Designating Party of the  
unauthorized disclosures, (2) use its best efforts 24 to retrieve all unauthorized copies of the  
Protected Material, (3) inform the person or 1 Stipulated Protective Order, and (4) request such  
person or persons to execute the 2 "Acknowledgment and Agreement to be Bound" (Exhibit A).

#### 3 12. INADVERTENT PRODUCTION OF PRIVILEGED OR 4 OTHERWISE PROTECTED MATERIAL

5 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced  
material is subject to a claim of privilege or other protection, 6 the obligations of the Receiving  
Parties are those set forth in Federal Rule of Civil 7 Procedure 26(b)(5)(B). This provision is not  
intended to modify whatever procedure 8 may be established in an e-discovery order that provides  
for production without prior 9 privilege review. Pursuant to Federal Rule of Evidence 502(d) and  
(e), insofar as the 10 parties reach an agreement on the effect of disclosure of a communication or  
11 information covered by the attorney-client privilege or work product protection, the 12 parties  
may incorporate their agreement in the Stipulated Protective Order submitted 13 to the Court.

#### 13. MISCELLANEOUS

14 13.1. Right to Further Relief. 15 Nothing in this Stipulated Protective Order abridges the right  
of any person to 16 seek its modification by the Court in the future. 17 13.2. Right to Assert Other  
Objections. 18 By stipulating to the entry of this Stipulated Protective Order, no Party waives 19  
any right it otherwise would have to object to disclosing or producing any information or item on

any ground not addressed in this Stipulated Protective Order. 20 Similarly, no Party waives any right to object on any ground to use in evidence of any 21 of the material covered by this Stipulated Protective Order. 22 13.3. Filing Protected Material. 23 A Party that seeks to file under seal any Protected Material must comply with 24 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court 1 request to file Protected Material under seal is denied by the Court, then the 2 Receiving Party may file the information in the public record unless otherwise 3 instructed by the Court.

#### 14. FINAL DISPOSITION

4 After the final disposition of this Action, as defined in paragraph 3.8, within 5 sixty (60) days of a written request by the Designating Party, each Receiving Party 6 must return all Protected Material to the Producing Party or destroy such material. As 7 used in this subdivision, “all Protected Material” includes all copies, abstracts, 8 compilations, summaries, and any other format reproducing or capturing any of the 9 Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not 10 the same person or entity, to the Designating Party) by the 60-day deadline that (1) 11 identifies (by category, where appropriate) all the Protected Material that was 12 returned or destroyed and (2) affirms that the Receiving Party has not retained any 13 copies, abstracts, compilations, summaries or any other format reproducing or 14 capturing any of the Protected Material. Notwithstanding this provision, Counsel is 15 entitled to retain an archival copy of all pleadings; motion papers; trial, deposition, 16 and hearing transcripts; legal memoranda; correspondence; deposition and trial exhibits; expert reports; attorney work product; and consultant and expert work 17 product, even if such materials contain Protected Material. Any such archival copies 18 that contain or constitute Protected Material remain subject to this Stipulated 19 Protective Order as set forth in Section 5 (DURATION). 20

#### 15. VIOLATION

21 Any violation of this Stipulated Order may be punished by any and all 22 appropriate measures including, without limitation, contempt proceedings and/or 23 monetary sanctions. IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD. 24

1\| DATED: 9/15/25

2 /s/ Avi Wagner 3 Avi Wagner, Attorney for Plaintiff Lighthouse Healthcare Center, LLC 4

° DATED: 9/15/25

6 /s/ Jon T. Neumann 7 Jon T. Neumann, Attorney for Defendants National Fire & Marine Insurance Company; MedPro Group, Inc ° FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

10 11! DATED: September 15, 2025 | pry 12

13 HON. MARIA A. AUDERO

4 United States Magistrate Judge 15 16 17 18 19 20 21 22 23 24 8

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, [full name], of 4 [address] declare under penalty of 5 perjury that I have read in its entirety and understand the Stipulated Protective Order 6 that was issued by the United States District Court for the Central District of California on [date] in the case of Lighthouse 7 Healthcare Center, LLC v. National Fire & Marine Insurance Company and MedPro 8 Group, Inc, United States District Court, Central District of California Case No. 2:25- 9 cv-01651-ODW-MAA. I agree to comply with and to be bound by all the terms of 10 this 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 is 13 subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Stipulated Protective Order. I further agree to 14 submit to the jurisdiction of the United States District Court for the Central District of 15 California for the purpose of enforcing the terms of this Stipulated Protective Order, 16 even if such enforcement proceedings occur after termination of this action. I hereby 17 appoint [full name] of 18 [address and telephone number] as my California agent for service of 19 process in connection with this action or any proceedings related to enforcement of 20 this Stipulated Protective Order. Signature: 21 22 Printed Name: 23 Date: 24 City and State Where Sworn and Signed: