

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 21-MD-02994-RAR

In re:

**MEDNAX SERVICES, INC.
CUSTOMER DATA SECURITY BREACH LITIGATION**

This Document Relates to All Actions

STIPULATED PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

The Court recognizes that the disclosures and discovery activity in this action require confidentiality protections. The Parties have agreed to be bound by the terms of this Protective Order in this action.

The materials to be exchanged throughout the course of the litigation between the Parties, and produced by Non-Parties, may involve production of confidential, trade secret, proprietary, or private information, for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted, as is contemplated by Federal Rule of Civil Procedure 26(c). Moreover, the information likely to be the subject of the disclosure and discovery activity in this action involves unique issues related to privacy, data security, data governance, and data management that will likely be greater than in most cases. It may also contain Plaintiffs' or others' confidential personally identifiable information and/or protected health information.

Accordingly, the Parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The Parties acknowledge that this 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. The purpose of this Order is to protect the confidentiality of such materials as much as practical during the litigation. Further, as set forth below, this Protective Order does not entitle the parties to file confidential information under seal; rather, Local Rule 5.4 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.

2. DEFINITIONS

a. “Challenging Party” will mean a Party or Non-Party that challenges the designation of information or items under this Order.

b. “CONFIDENTIAL” Information or Items: Information designated as “CONFIDENTIAL” is information that is not in the public domain and contains employee information, confidential and proprietary business information, and any other information that may reasonably be characterized by a party as requiring confidential treatment to protect a legitimate business or other interest. “Confidential Information” will mean and include information contained or disclosed in any materials, including documents, portions of documents, answers to interrogatories, responses to requests for admissions, trial testimony, deposition testimony, and transcripts of trial testimony and depositions, including data, summaries, and compilations derived therefrom that is deemed to be confidential by any Party to which it belongs and that qualifies for protection under the Federal Rule of Civil Procedure 26(c).

c. “CONFIDENTIAL - FOR COUNSEL ONLY” means “Confidential Information” the disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means, including, but not limited to, highly

sensitive and competitive technical information and trade secret information. “Confidential – For Counsel Only” information includes, but is not limited to, information representing internet security protocols, network security protocols, hardware and software systems used in the design and implementation of the cyber security system, intrusion detection software, policies and procedures relating to cyber security, specifications, or schematics that define or otherwise describe in detail the structure of software or hardware, disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

d. “CONFIDENTIAL HEALTH INFORMATION” means sensitive personal health information and is intended to encompass health information protected by state or federal law, including, but not limited to, Protected Health Information as defined below. CONFIDENTIAL HEALTH INFORMATION shall be subject to the terms of this Order.

- i. CONFIDENTIAL HEALTH INFORMATION will also include information supplied in any form, or any portion thereof, that directly or indirectly identifies an individual in any manner or for which there is a reasonable basis to believe could be used to identify the individual and relates to the past, present, or future physical or mental health or condition of such individual, the provision of health care, services or supplies to such individual, or the past, present, or future payment for the provision of health care to such individual.
- ii. CONFIDENTIAL HEALTH INFORMATION includes, but is not limited to, the following information when it identifies an individual: medical bills, claim forms, claims data, grievances or appeals, charge sheets, medical

records, medical charts, test results, notes, dictation, invoices, itemized billing statements, remittance advice forms, explanations of benefits, checks, notices, and requests, as well as any summaries or compilations of the information contained in these documents, inasmuch as such summaries or compilations themselves include CONFIDENTIAL HEALTH INFORMATION.

- iii. CONFIDENTIAL HEALTH INFORMATION includes Protected Health Information (“PHI”) as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule. 45 C.F.R. § 160.103. A HIPAA Covered Entity may disclose PHI in the course of a judicial proceeding if certain “satisfactory assurances” are received. This Order provides the requisite satisfactory assurances that HIPAA requires. *See* 45 C.F.R. § 164.512(e)(1)(iv).
- iv. In accordance with the HIPAA Privacy Rule, this Order allows for the disclosure and receipt of an individual’s PHI in the possession of Parties and Non-Parties to this matter for the limited purpose of this Action, including during discovery, at depositions, hearings, or other judicial proceedings. In accordance with the HIPAA Privacy Rule, this Order specifically prohibits Parties and Non-Parties from using or disclosing the PHI received in this case for any purpose other than the litigation. 45 C.F.R. § 164.512(e)(1)(v)(A). Also, in accordance with the HIPAA Privacy Rule, the PHI disclosed under this Order, including all copies made, will be

returned to the Party or Non-Party that produced it, or will be destroyed at the conclusion of this Action. 45 C.F.R. § 164.512(e)(1)(v)(B).

- v. This Order constitutes a qualified protective order under 45 C.F.R. § 164.512(e)(1)(v)(A)-(B) of HIPAA's Privacy Rule.
- vi. This Order recognizes that it is not practicable to identify and contact all individuals whose names or privileged information may be contained in such records and that redaction of all such information would be extremely difficult and would delay the proceedings in this Court. Therefore, this Order expressly authorizes the disclosure of PHI of Non-Party individuals notwithstanding any privilege or confidentiality afforded under state law. That said, a producing Party may, but is not required to, elect to redact from any PHI information reflecting the identities of Non-Parties, such as their names, addresses, phone numbers, social security numbers, or member identification numbers, as an additional layer of protection. A producing Party must give reasonable notice of any proposed redactions to the requesting Party. If the requesting Party believes the identities are necessary, then the Parties will meet and confer, and if the issue cannot be resolved, the requesting Party may raise the issue with the Court upon a motion. The requesting Party will retain the burden of establishing the impropriety of the redactions.

e. "Counsel" will mean any outside attorney representing a Party in connection with this Action, regardless of whether they have entered a notice of appearance, and including their

supporting attorneys and any other staff or firm employees to whom it is reasonably necessary to disclose Protected Material..

f. “Designating Party” will mean a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “CONFIDENTIAL - FOR COUNSEL ONLY” or “CONFIDENTIAL HEALTH INFORMATION.”

g. “Expert” will mean 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..

h. “In-House Counsel” will mean attorneys who are employees of a Party and those attorneys’ legal support staff.

i. “Material(s)” means 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 and includes, but is not to be limited to: documents; correspondence; memoranda; bulletins; blueprints; diagrams; specifications; customer lists or other material that identify customers or potential customers; price lists or schedules or other matter identifying pricing; minutes; telegrams; letters; electronic mail and attachments; statements; cancelled checks; contracts; invoices; drafts; books of account; worksheets; notes of conversations; desk diaries; appointment books; expense accounts; recordings; photographs; motion pictures; compilations from which information can be obtained and translated into reasonably usable form through detection devices; sketches; drawings; notes (including laboratory notebooks and records); reports; instructions; disclosures; other writings; models and prototypes and other physical objects.

j. “Non-Party” will mean any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

k. “Outside Counsel of Record” will mean attorneys who are not employees of a Party but are retained to represent or advise a Party 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.

l. “Party” will mean any party to this action, including all of its officers, directors, employees, consultants, retained Experts, and Outside Counsel of Record (and their support staffs).

m. “Privileged Material” will mean any document or information that is protected from disclosure by a privilege, immunity, or other protection, including without limitation, the attorney-client privilege, the work product doctrine, or the joint defense or common interest privilege.

n. “Producing Party” will mean a Party or Non-Party that produces disclosure or discovery material in this action.

o. “Professional Vendors” will mean persons or entities that provide litigation support services (e.g., document and ESI processing, hosting, review, and production, photocopying, videotaping, translating, preparing exhibits or demonstrations, e-discovery consulting, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

p. “Protected Material” will mean any Disclosure or Discovery Material that is designated as “CONFIDENTIAL,” or as “CONFIDENTIAL - FOR COUNSEL ONLY,” or as “CONFIDENTIAL HEALTH INFORMATION.”

q. “Receiving Party” will mean a Party that receives Disclosure or Discovery Material from a Producing Party.

3. GENERAL RULES

a. *Scope:* The protections conferred by this Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all hard and electronic copies, excerpts, derivations, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. However, the protections conferred by this Order do not cover the following information: (a) any information that is in the public domain at the time of disclosure to a Receiving Party, excluding any information that came into the public domain as a result of a violation of law or of this Order, or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order, including becoming part of the public record through trial or otherwise, excluding any information that came into the public domain as a result of a violation of law or of this Order; and (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality to the Designating Party. In the event that the Action proceeds to trial by jury, the Parties will seek guidance from the Court as to the handling of Protected Material before Protected Materials are displayed to the jury or moved into evidence at trial.

b. *Duration:* Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be 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.

4. DESIGNATING PROTECTED MATERIAL

a. *Generally:* Each Party or Non-Party that produces or discloses any materials, answers to interrogatories, responses to requests for admission, trial testimony, deposition testimony, and transcripts of trial testimony and depositions, or information that the Producing Party reasonably believes, in good faith, should be subject to this Protective Order may designate the same as “CONFIDENTIAL” or “CONFIDENTIAL - FOR COUNSEL ONLY” or “CONFIDENTIAL HEALTH INFORMATION,” as appropriate. The designation shall be made by affixing the legend “CONFIDENTIAL,” “CONFIDENTIAL – FOR COUNSEL ONLY” or “CONFIDENTIAL HEALTH INFORMATION” to each page of each document that contains such information. Any such stamp or designation shall not in any manner cover up, overlap upon, obscure, or otherwise conceal any text, picture, drawing, graph, or other communication or depiction in the document. Documents produced in native form shall have a slip sheet stating that the document has been produced in native form. The slip sheet shall include the appropriate confidentiality designation.

b. *Inspection:* In the event the Producing Party elects to produce materials for inspection, no marking need be made by the Producing Party in advance of the initial inspection. For purposes of the initial inspection, all materials produced will be considered as “CONFIDENTIAL - FOR COUNSEL ONLY,” and must be treated as such pursuant to the terms of this Order. Thereafter, upon selection of specified materials for copying by the inspecting party, the Producing Party must, within a reasonable time prior to producing those materials to the inspecting party, determine which documents, or portions thereof, qualify for protection under this

Order. Then, before producing the specified documents, the Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “CONFIDENTIAL - FOR COUNSEL ONLY” or “CONFIDENTIAL HEALTH INFORMATION”) to each document that contains Protected Material. If the document produced does not have traditional pages, such as a video or other media format, the document name shall incorporate the appropriate legend.

c. *Deposition:* Whenever a deposition that is taken on behalf of any Party involves a disclosure of Confidential Information of any Party:

- i. the deposition or portions of the deposition must be designated as containing Confidential Information subject to the provisions of this Order; such designation may be made on the record or designated by a Party within thirty (30) days after receipt of the final deposition transcript to inform the other Party or Parties to the action of the portions of the transcript to be designated “CONFIDENTIAL” or “CONFIDENTIAL - FOR COUNSEL ONLY” or “CONFIDENTIAL HEALTH INFORMATION.”
- ii. the Disclosing Party will have the right to exclude from attendance at the deposition, during such time as the Confidential Information is to be disclosed, any person other than the deponent, Counsel (including their staff and associates), In-House Counsel, the court reporter, and the person(s) agreed upon herein.
- iii. the originals of the deposition transcripts and all copies of the deposition must bear the legend “CONFIDENTIAL,” or “CONFIDENTIAL - FOR COUNSEL ONLY,” or “CONFIDENTIAL HEALTH INFORMATION” as appropriate, and the original or any copy ultimately presented to a court for

filing must not be filed unless it can be accomplished under seal, identified as being subject to this Order, and protected from being opened except by order of this Court. All confidential information designated as “CONFIDENTIAL,” or “CONFIDENTIAL - FOR COUNSEL ONLY,” or “CONFIDENTIAL HEALTH INFORMATION” must not be disclosed by the Receiving Party to anyone other than those persons designated within this Order and must be handled in the manner set forth below and, in any event, must not be used for any purpose other than in connection with this litigation, unless and until such designation is removed either by agreement of the Parties, or by order of the Court.

iv. The use of a document as an exhibit at a deposition shall not in any way affect its designation as “CONFIDENTIAL,” “CONFIDENTIAL - FOR COUNSEL ONLY,” or “CONFIDENTIAL HEALTH INFORMATION.”

d. Information designated “CONFIDENTIAL - FOR COUNSEL ONLY” or “CONFIDENTIAL HEALTH INFORMATION” must be viewed only by the individuals listed below, and such information must be handled in the manner set forth below and, in any event, must not be used for any purpose other than in connection with this litigation:

i. Counsel for the Parties, including all partners and associate attorneys of such counsel’s law firms who are involved in litigating the Action, as well as any other counsel and support personnel of such counsel who may be assisting counsel of record for the parties in the Action, and all clerks, employees, independent contractors, consultants, investigators, paralegals, assistants, secretaries, staff and stenographic, computer, audio-visual and

- clerical employees and agents thereof when operating under the supervision of such partners or associate attorneys;
- ii. In-House Counsel for Parties to whom disclosure is reasonably necessary for this litigation;
 - iii. Experts, including associated personnel necessary to assist experts in the Action to whom disclosure is reasonably necessary, who have signed the Acknowledgment and Agreement to Be Bound (Exhibit A);
 - iv. Court personnel, including employees, judges, magistrates, secretaries, special masters appointed in this Action, stenographic reporters, staff, transcribers, and all other personnel necessary to assist the Court in its function, and the jury;
 - v. Persons from whom deposition testimony is taken or is scheduled to be taken in the Action, provided that Counsel who wishes to disclose such Protected Material to the witness determines, in good faith, that such disclosure is reasonably necessary and appropriate to assist in the conduct of this action;
 - vi. Professional Vendors who have signed the Acknowledgment and Agreement to Be Bound (Exhibit A);
 - vii. Special masters, mediators, or arbitrators, including their necessary staff, engaged by the Parties or appointed in the action by the Court for settlement purposes, who have signed the Acknowledgment and Agreement to Be Bound (Exhibit A); and

viii. Any person as may be authorized by written agreement of the Producing Party or by order of the Court.

e. Information designated “CONFIDENTIAL” must be viewed only by the individuals listed below:

- i. Counsel for the Parties, including all partners and associate attorneys of such counsel’s law firms who are involved in litigating the Action, as well as any other counsel and support personnel of such counsel who may be assisting counsel of record for the parties in the Action, and all clerks, employees, independent contractors, consultants, investigators, paralegals, assistants, secretaries, staff and stenographic, computer, audio-visual and clerical employees and agents thereof when operating under the supervision of such partners or associate attorneys;
- ii. The Parties, including In-House Counsel and any director, officer, or employee involved in the prosecution or defense of this action for Parties which are not natural persons;
- iii. Experts, including associated personnel necessary to assist experts in the Action to whom disclosure is reasonably necessary, who have signed the Acknowledgment and Agreement to Be Bound (Exhibit A);
- iv. Court personnel, including employees, judges, magistrates, secretaries, special masters appointed in this Action, stenographic reporters, staff, transcribers and all other personnel necessary to assist the Court in its function, and the jury;

- v. Professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- vi. Persons from whom deposition testimony is taken or is scheduled to be taken in the Action, provided that counsel who discloses Protected Material to the witness determines, in good faith, that such disclosure is reasonably necessary and appropriate to assist in the conduct of this Action, and subject to the terms set forth in this Order;
- vii. Special masters, mediators, or arbitrators, including their necessary staff, engaged by the Parties or appointed in the action by the Court for settlement purposes, who have signed the Acknowledgment and Agreement to Be Bound (Exhibit A);
- viii. Stenographic and clerical employees associated with the individuals identified above; and
- ix. Any person as may be authorized by written agreement of the Producing Party, verbal agreement of the Producing Party on the record at a deposition or Court hearing, or by order of the Court.

f. With respect to material designated “CONFIDENTIAL,” or “CONFIDENTIAL - FOR COUNSEL ONLY,” or “CONFIDENTIAL HEALTH INFORMATION” any person indicated on the face of the document to be its originator, author or a recipient of a copy of the document, may be shown the same.

g. All information which has been designated as “CONFIDENTIAL,” or “CONFIDENTIAL - FOR COUNSEL ONLY,” or “CONFIDENTIAL HEALTH

INFORMATION” by the Producing or Disclosing Party, and any and all reproductions of that information, must be retained in the custody of the Counsel for the Receiving Party, except that Experts authorized to view such information under the terms of this Order may retain custody of copies such as are necessary for their participation in this litigation.

5. FILING OF PROTECTED MATERIAL

a. Before any materials produced in discovery, answers to interrogatories, responses to requests for admissions, deposition transcripts, or other documents which are designated as Confidential Information are filed with the Court for any purpose, the Party seeking to file such material must seek permission of the Court to file the material under seal.

b. The Parties shall follow and abide by applicable law and Local Rule 5.4 with respect to filing documents under seal.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

a. At any stage of these proceedings, any Party may object to a designation of the materials as Confidential Information. The Challenging Party objecting to confidentiality must notify, in writing, Counsel for the Designating Party of the objected-to materials (identified by Bates number) and the grounds for the objection. The Parties shall attempt to resolve each challenge in good faith and must begin the process by conferring directly (in voice-to-voice dialogue) within 14 days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its belief that the confidentiality designation was not proper and must give the Designating Party an opportunity to review the designated material, to reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the chosen designation.

b. If the dispute is not resolved consensually between the Parties within fourteen (14) days of receipt of such a notice of objections, the Challenging Party may move the Court for a ruling

on the objection. No party may seek judicial intervention without first engaging in the meet and confer process set forth above.

c. The materials at issue must be treated as Confidential Information, as designated by the designating party, until the Court has ruled on the objection or the matter has been otherwise resolved. The Designating Party bears the burden of establishing the confidentiality of any designated material.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

a. If a Receiving Party learns that it has disclosed Protected Material to any person or in any circumstance not authorized under this Protective Order, the Receiving Party must immediately (a) notify the Designating Party in writing what was disclosed and to whom, (b) use its best efforts to retrieve all Protected Materials improperly disseminated, including all copies, (c) inform the person or persons to whom such unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A. .

b. No Party will be responsible to another Party for disclosure of Confidential Information under this Order if the information in question is not labeled or otherwise identified as such in accordance with this Order.

c. If a Party, through inadvertence, produces any Confidential Information without labeling or marking or otherwise designating it as such in accordance with this Order, the Designating Party may give written notice to the Receiving Party that the document or thing produced is deemed Confidential Information, and that the document or thing produced should be treated as such in accordance with that designation under this Order. The Receiving Party must treat the materials as confidential once the Designating Party so notifies the receiving party. If the

Receiving Party has disclosed the materials before receiving the designation, the Receiving Party must notify the Designating Party in writing of each such disclosure. Counsel for the Parties will agree on a mutually acceptable manner of labeling or marking the inadvertently produced materials as “CONFIDENTIAL,” or “CONFIDENTIAL - FOR COUNSEL ONLY,” or “CONFIDENTIAL HEALTH INFORMATION” - SUBJECT TO PROTECTIVE ORDER.

8. PRIVILEGED MATERIALS

a. *General Principles.* The inadvertent disclosure by a Party or Non-Party of Privileged Material will not be construed as a waiver, in whole or in part, of (a) that Party’s or Non-Party’s claims of privilege (including but not limited to attorney-client privilege, work product doctrine, or joint/common interest privilege) either as to the specific information disclosed or its subject matter, or (b) to the Party’s right to withhold the material in this Action or in any other proceeding, including in federal and state proceedings.

b. *No Waiver of Privilege.* In accordance with Federal Rule of Evidence 502(d) and other applicable Rules, any inadvertent or erroneous disclosure of Privileged Material shall not be deemed to waive – in this Action or in any other federal litigation or state proceeding – any applicable privilege or immunity (including, without limitation, the attorney-client privilege, the work product doctrine, and the joint defense or common interest privilege) that would otherwise attach to the document or information or to other documents or information, regardless of the extent (if any) to which the party producing the document or information has reviewed the document or information for privilege or other protection. In no event shall the inadvertent or erroneous production, disclosure, or transmission of Privileged Material form the basis for a claim that the material is not so protected.

c. *Procedure.* Upon realizing an inadvertent disclosure, the producing Party will notify the receiving Party of the inadvertent disclosure and instruct the receiving Party to promptly return, delete, or destroy all copies of the inadvertently produced communications or information (including any and all work product containing such communications or information). Upon receiving such a request from the producing Party, the receiving Party must promptly return, delete, or destroy all copies of such inadvertently produced communications or information (including any work product containing such communications or information), and must make no further use of such communications or information (or work product containing such communications or information). The receiving Party's return, deletion, or destruction of information pursuant to this Section does not waive its right to challenge any claim of privilege, confidentiality, or other protection.

9. PROTECTED MATERIAL SOUGHT IN OTHER PROCEEDINGS.

a. *In General.* If a Party is served with a document request, subpoena, court order, or any other request for information (including, but not limited to, requests in litigation, administrative proceedings, arbitration, or government inquiries) that seeks disclosure of any Protected Materials, that Party must:

- i. Promptly notify in writing the Designating Party. Such notification shall include a copy of the request;
- ii. Promptly notify in writing the person who caused the request to issue that some or all of the material covered by the request is subject to this Order. Such notification shall include a copy of this Order; and
- iii. Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

b. *Protection.* 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 action as “CONFIDENTIAL,” “CONFIDENTIAL – FOR COUNSEL ONLY,” and “CONFIDENTIAL HEALTH INFORMATION” before a determination by the court from which the subpoena or order issued regarding the Designating Party’s motion, unless the Party has obtained the Designating Party’s permission or such production is required by law. The Designating Party shall bear its own expenses of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

10. MISCELLANEOUS

a. All documents produced in this action, including, but not limited to, documents designated as “CONFIDENTIAL,” “CONFIDENTIAL – FOR COUNSEL ONLY,” and “CONFIDENTIAL HEALTH INFORMATION” under this Order, that are not also available or found in the public domain, shall be used only for the purposes of this action, and not for any other business, competitive, personal, private, public, or other purpose whatsoever, unless permitted by Court order.

b. Nothing within this Order will prejudice the right of any Party to object to the production of any discovery material on the grounds that the material is protected as privileged or as attorney work product.

c. Nothing in this Order will bar Counsel from rendering advice to their clients with respect to this litigation and, in the course thereof, relying upon any information designated as Confidential Information, provided that the contents of the information must not be disclosed.

d. This Order will be without prejudice to the right of any Party to oppose production of any information for lack of relevance or any other ground other than the mere presence of Confidential Information. The existence of this Order must not be used by either Party as a basis for discovery that is otherwise improper under the Federal Rules of Civil Procedure.

e. Nothing within this Order will be construed to prevent disclosure of Confidential Information if such disclosure is required by law or by order of the Court.

f. All Parties and Non-Parties will treat all Confidential Information and all copies of Confidential Information as subject to this Order unless and until the Court orders otherwise or the Parties mutually stipulate otherwise.

g. Upon final termination of this action, including any and all appeals, Counsel for each Party must, upon request of the Producing Party, return all Confidential Information to the Party that produced the information, including any copies, excerpts, and summaries of that information, or must destroy same at the option of the Receiving Party, and must purge all such information from all machine-readable media on which it resides. Notwithstanding the foregoing, Counsel for each Party may retain all pleadings, briefs, memoranda, motions, and other documents filed with the Court that refer to or incorporate Confidential Information and will continue to be bound by this Order with respect to all such retained information. Further, attorney work product materials that contain Confidential Information need not be destroyed, but, if they are not destroyed, the person in possession of the attorney work product will continue to be bound by this Order with respect to all such retained information.

h. The restrictions and obligations set forth within this Order will not apply to any information that: (a) the Parties agree should not be designated as Confidential Information; (b) the Parties agree, or the Court rules, is already public knowledge; (c) the Parties agree, or the Court rules,

has become public knowledge other than as a result of disclosure by the Receiving Party, its employees, or its agents in violation of this Order; or (d) has come or will come into the Receiving Party's legitimate knowledge independently of the production by the Designating Party. Prior knowledge must be established by pre-production documentation.

i. The restrictions and obligations within this Order will not be deemed to prohibit discussions of any Confidential Information with anyone if that person already has or obtains legitimate possession of that information. Nothing in this Order shall impose any restriction on the use or disclosure by a Party of its own documents or information.

j. Transmission by email or some other currently utilized method of transmission is acceptable for all notification purposes within this Order.

k. This Order may be modified by agreement of the Parties, subject to approval by the Court.

l. The Court may modify the terms and conditions of this Order for good cause, or in the interest of justice or for public policy reasons, or on its own order at any time in these proceedings. The Parties prefer that the Court provide them with notice of the Court's intent to modify the Order and the content of those modifications, prior to entry of such an order.

DONE AND ORDERED in Fort Lauderdale, Florida on this 19th day of August, 2021.



RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE

AGREED AND STIPULATED TO BY:

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order (“Order”) that was issued by the United States District Court for the Southern District of Florida on August 19, 2021 in the case of *In re Mednax Services, Inc. Customer Data Security Breach Litigation*, Case No. 21-MD-02994-RAR.

I agree to comply with and to be bound by all the terms of the Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to the Order to any person or entity except in strict compliance with the provisions of the Order.

I will access and review Protected Material that may be provided to me solely for the purpose of my role in assisting with prosecuting, defending, or attempting to settle this litigation or to comply with judicial process or any applicable statute or regulation and for no other purpose whatsoever. I further agree not to disclose any Protected Material except as allowed by the terms of the Order. I will only make such copies of or notes concerning the Protected Material as are necessary to assist with prosecuting, defending, or attempting to settle this litigation or to comply with judicial process or any applicable statute or regulation in connection with this action. Upon final determination of this action, I shall promptly and securely destroy or delete all Protected Material provided to me as well as any hard and electronic copies, abstracts, derivations, compilations, summaries, and any other format reproducing or capturing any of the Protected

Material. I understand that my obligations pertaining to the Protected Material continue event after the conclusion of the action.

I understand and agree that all CONFIDENTIAL HEALTH INFORMATION, as defined in the Order, is subject to state and federal statutory and regulatory privacy and security standards, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”), and regulations adopted thereunder by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162, and 164 (the “HIPAA Rules”).

By executing this Acknowledgement and Agreement to be Bound, I agree that I will only use or disclose any Confidential Health Information in connection with this case for prosecuting, defending, or attempting to settle this litigation or to comply with judicial process or any applicable statute or regulation. I also agree that I will develop, implement, maintain, and use appropriate administrative, technical and physical safeguards to preserve the privacy, integrity, and confidentiality of any CONFIDENTIAL HEALTH INFORMATION, and to prevent non-permitted use or disclosure of any CONFIDENTIAL HEALTH INFORMATION I receive from any person in connection with this case.

I further agree to submit to the jurisdiction of the United States District Court for the Southern District of Florida for the purpose of enforcing the terms of the Order, even if such enforcement proceedings occur after termination of this action.

Date:
City and State:
Printed name:
Signature: