

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

TRUBRIDGE, INC.,)	
Plaintiff/Counter Defendant,)	
)	
v.)	CIVIL ACTION NO. 1:24-00190-KD-N
)	
CROOK COUNTY MEDICAL)	
SERVICES DISTRICT,)	
Defendant/Counter Claimant.)	

**PROTECTIVE ORDER GOVERNING CONFIDENTIAL MATTERS AND
DISCOVERY OF ELECTRONICALLY STORED INFORMATION**

1. This Protective Order shall extend to any documents or information designated as “Confidential” or “Confidential -- Attorneys’ Eyes Only” according to the terms and provisions set out below. The Order shall further extend to any document produced by any party, which document contains trade secrets, proprietary information, and/or is otherwise privileged (the “Protected Material”). Protected Material shall be designated as “Confidential” or “Confidential -- Attorneys’ Eyes Only” according to the procedures set forth below by the party in possession of said materials before they are disclosed, or retroactively, to any materials in the possession of any other party or individual permitted by this Protective Order as set forth below.

2. All Protected Material in this case shall be kept confidential by the Parties and used solely for the purpose of investigating the claims and defenses asserted in this matter and for the purpose of prosecuting the Parties’ claims and defenses in this matter and for no other purpose. In no event shall any Protected Material

produced, generated, or disclosed in this case be used directly or indirectly for commercial or competitive purposes, publicly disclosed, or used in any other investigation or litigation, other than in conjunction with the investigation and/or prosecution of the claims and defenses asserted in this matter.

3. If any answer given or document produced in response to any discovery in this case contains any Protected Material, the responding party may mark such information or document as “Confidential” or “Confidential -- Attorneys’ Eyes Only”. Any information or document so marked shall not be disclosed to any person except as may be permitted by this Protective Order. The designation of any information as “Confidential” or “Confidential -- Attorneys’ Eyes Only” shall be made narrowly and in good faith.

4. This Protective Order shall not abrogate or diminish any contractual, statutory, or other legal obligation or right of any party or person with respect to Protected Material.

5. The aforesaid designation as to documents shall be made by placing a rubber stamp impression, label, or other mark of the word “Confidential” or “Confidential -- Attorneys’ Eyes Only” on the document and/or a cover page identifying a series of documents which the designating party wishes to designate as Protected Material. All documents so designated shall be labeled prior to the transmission of a physical copy thereof to the receiving party, although such labeling may be done retroactively by reproducing such documents with the designated “Confidential” or “Confidential -- Attorneys’ Eyes Only” label.

6. The Parties may designate all or portions of deposition or hearing testimony as “Confidential” or “Confidential -- Attorneys’ Eyes Only” by so designating such testimony before, during, or after the deposition or hearing. If testimony is designated as “Confidential” or “Confidential -- Attorneys’ Eyes Only” following the deposition or hearing, said designation must be made no later than thirty (30) days after receipt of said deposition or hearing transcripts. Access to the deposition or hearing transcript so designated shall be limited in accordance with the terms of this Protective Order. Until expiration of the 30-day period, the entire deposition or hearing transcript shall be treated as designated at the deposition or hearing as “Confidential” or “Confidential – Attorneys’ Eyes Only”, whichever is the more restrictive designation. Any court reporter or videographer who transcribes or records testimony in this action at a deposition or hearing shall agree, before transcribing or recording any such testimony, that all “Confidential” or “Confidential -- Attorneys’ Eyes Only” testimony is and shall remain confidential and shall not be disclosed except as provided in this Protective Order; the copies of any transcript, reporter's notes, or recording or other transcription records of any such testimony shall be retained in absolute confidentiality and safekeeping by such reporter, or delivered to attorneys of record, or filed under seal with the Court. However, no court reporter or videographer shall be bound by this provision or any other part of this order unless he or she has voluntarily agreed to be so bound. Additionally, this provision shall not be binding on court hearings, on any court reporter or videographer employed by the Court, or on transcripts of court hearings produced by

such individuals.

7. Any person or entity who obtains access to Protected Material or the contents thereof pursuant to this Protective Order shall not make any copies, duplicates, extracts, summaries, or descriptions of such Protected Material or any portion thereof except as may be reasonably necessary in the litigation of this Case. Any such copies, duplicates, extracts, summaries, or descriptions shall be classified Protected Material and subject to all of the terms and conditions of this Protective Order.

8. Subject to the provisions herein, information and documents designated as “Confidential” shall be disclosed only to the Court, the trier of fact, the Parties, their attorneys, witnesses, or potential witnesses (including expert witnesses), and persons assisting counsel. As used herein, the term "Parties" includes the Parties' officers, directors, and employees in a management capacity.

9. If any party or attorney for any party in this litigation desires to give, show, make available, or communicate any information or document designated “Confidential” to any person, other than the Court, the trier of fact, a party, or a party's counsel and staff, such as to any witness, potential witness (including expert witness), the attorney or party shall first give a copy of this Protective Order to such person, who shall read this Protective Order, be fully familiar with its provisions, and execute the certification attached hereto as “Exhibit A.”

10. To the extent a producing Party believes that certain Protected Material qualifying to be designated “Confidential” is so sensitive that its dissemination

deserves even further limitation, including but not limited to confidential research, development, or other technical information, or if the materials are commercially sensitive to the Party, the producing Party may designate such Protected Material “Confidential -- Attorneys’ Eyes Only.” For Protected Material designated “Confidential -- Attorneys’ Eyes Only”, access to, and disclosure of, such Protected Material shall be limited to the following individuals:

- a. Outside counsel of record in this Case for the Parties;
- b. Employees, of-counsel attorneys, and full-time employee or contract paralegals and legal secretaries of such counsel assigned to and reasonably necessary to assist such counsel in the litigation of this Case;
- c. In-house counsel for the Parties, and outside counsel who act as in-house counsel for the Parties, who either have responsibility for making decisions dealing directly with the litigation of this Case, or who are assisting outside counsel in the litigation of this Case. However, this access also will be limited to in-house counsel who exercise no competitive decision-making authority on behalf of the client;
- d. Outside consultants or experts (i.e., not existing employees or affiliates of a Party or an affiliate of a Party) retained for the purpose of this litigation, provided that: (1) such consultants or experts are not presently employed by the Parties hereto for purposes other than this Case; (2) before access is given, the consultant or expert has completed the Undertaking attached hereto as “Exhibit B” and the same is served upon the producing Party with a current curriculum vitae of

the consultant or expert, including but not limited to an identification of each person or entity from whom the consultant or expert has received compensation within the five years previous to such disclosure, and identification of any litigation in which the expert has submitted a report and/or provided testimony by deposition or Court proceeding;

e. Independent litigation support services, including persons working for or as court reporters, graphics or design services, jury or trial consulting services, and photocopy, document imaging, and database services retained by counsel and reasonably necessary to assist counsel with the litigation of this Case;

f. The Court and its personnel;

g. Any designated arbitrator or mediator who is assigned to hear this matter and who in advance of disclosure has executed the Undertaking attached hereto as "Exhibit B," and such Undertaking is provided to the producing Party; and

h. Such other persons as hereafter may be designated by written agreement of the Parties or by Order of the Court.

11. There shall be no disclosure of any Protected Material by any person authorized to have access thereto to any person who is not authorized for such access under this Protective Order. The Parties are hereby ORDERED to safeguard all such documents, information, and material to protect against disclosure to any unauthorized persons or entities.

12. Nothing contained herein shall be construed to prejudice any Party's right to use any Protected Material in taking testimony at any deposition or hearing

provided that the Protected Material designated “Confidential -- Attorneys’ Eyes Only” is only disclosed to a person(s) who is: (i) eligible to have access to the Protected Material by virtue of his or her employment with the designating party, (ii) identified in the Protected Material as an author, addressee, or copy recipient of such information, (iii) although not identified as an author, addressee, or copy recipient of such Protected Material, has, in the ordinary course of business, seen such Protected Material, (iv) a current employee, or current or former officer or director of the producing Party, or a current employee, or current or former officer or director of a company affiliated with the producing Party; (v) counsel for a Party, including outside counsel and inhouse counsel (subject to the terms of this Protective Order); (vi) an independent contractor, consultant, and/or expert retained for the purpose of this litigation and qualified to view such Protected Material under the terms of this Protective Order; (vii) court reporters and videographers; (viii) the Court; or (ix) other persons entitled hereunder to access to Protected Material. Protected Material shall not be disclosed to any other persons unless prior authorization is obtained from counsel representing the producing Party or from the Court. During such time as Protected Material is used at a deposition or hearing, any person in attendance at the deposition or hearing not qualified to view such material under the terms of this Protective Order may be excluded by the producing Party. Any video, DVD, audio, or other recorded versions of depositions or hearings shall have the same designation as the corresponding transcript and shall be marked as such. This provision shall not be binding on court hearings, on any court

reporter or videographer employed by the Court, or on transcripts of court hearings produced by such individuals.

13. In addition to the requirements imposed in paragraph 12, above, prior to using any Protected Material in taking testimony at any deposition or hearing, the Party intending to use such Protected Material shall either: (i) include the Notice to Witness attached hereto as “Exhibit C” with the Notice of Deposition and/or Subpoena to the witness; or (ii) prior to using such Protected Material at the deposition or hearing, provide the witness with the Notice to Witness. This provision shall not be binding on court hearings.

14. Inadvertent production of any document or material without a designation of “Confidential” or “Confidential -- Attorneys’ Eyes Only” will not be deemed to waive a party's claim as to its confidential nature or estop the party from so designating the particular document or material at a later date, as long as the producing party or person, promptly after discovery of the inadvertent production without a “Confidential” or “Confidential -- Attorneys’ Eyes Only” designation, notifies the other party or Parties of the inadvertent production. Disclosure of such document or material by any party prior to such designation, however, shall not be deemed in violation of the provisions of this Order. After a belated designation has been made, however, the relevant materials or testimony shall be treated as Protected Material in accordance with this Order. A party that inadvertently discloses confidential information shall give notice of an inadvertent disclosure within 10 days after discovery of such inadvertent disclosure.

15. The Protective Order shall not, in itself, be construed to waive any applicable privilege, work-product protection, or other protection or to affect the ability of a party to seek relief for an inadvertent disclosure of material protected by privilege, work-product protection, or other protection, as long as the producing party or person, promptly after discovery of the inadvertent production, notifies the other party or Parties of the claim of privilege or other protection or immunity. A party that inadvertently discloses material protected by privilege, work-product protection, or other protection shall give notice of the inadvertent disclosure within 10 days after discovery of such inadvertent disclosure. Upon such notice, the other party or Parties shall promptly destroy all copies of the documents or information referred to and notify the producing party or person that it has done so. Such destruction and notice shall not constitute an acknowledgment that the claimed document or information is in fact privileged or entitled to protection or immunity.

16. With respect to any information or document, or portion thereof, which has been designated “Confidential” or “Confidential -- Attorneys’ Eyes Only,” any party may at any time serve a written notice of objection to such designation. Counsel shall attempt to resolve the dispute informally. If no agreement can be reached, counsel may move the Court for an Order denying confidential treatment to the documents or information in question. If such a motion is filed, the documents and/or information shall be kept confidential pending a ruling on the motion. The party asserting confidentiality has the burden to prove that the documents and/or information deserve such treatment.

17. Before filing any information that has been designated “Confidential” or “Confidential -- Attorneys’ Eyes Only” with the Court, or any pleadings, motions, or other papers that disclose any such information, counsel shall confer with counsel for the party that produced the information so designated about how it should be filed. If the party that produced the information so designated desires that the materials be filed under seal, then the Parties shall follow the procedure for filing documents under seal as outlined in S.D. Ala. GenLR 5.2. Any motion filed under that rule must demonstrate why sealing of the material is appropriate under governing caselaw. *See, e.g., Chicago Tribune Co. v. Bridgestone/Firestone, Inc.*, 263 F.3d 1304 (11th Cir. 2001) (per curiam); *Romero v. Drummond Co.*, 480 F.3d 1234, 1245-48 (11th Cir. 2007). No material is automatically entitled to sealing simply by virtue of being subject to this protective order, and nothing herein should be construed as expanding any party’s ability to file material with the Court under seal that is not already permitted by statute, rule, etc.

18. After the termination of this litigation, the restrictions on communications and disclosures provided for herein shall continue to be binding upon the Parties and upon all of the persons to whom documents, answers to interrogatories, deposition transcripts, or other items of discovery designated as “Confidential”, “Confidential -- Attorneys’ Eyes Only”, or material contained herein have been communicated or disclosed pursuant to the provisions of this Protective Order or any other order of the Court. Further, all documents designated as “Confidential” or “Confidential -- Attorneys’ Eyes Only”, including all copies which may have been disclosed to expert

witnesses, shall be returned to the party producing it or destroyed, with a written certificate of such destruction being provided by counsel for the receiving party, within thirty (30) days of the disposition of all claims and defenses in that litigation, whether by settlement, judgment or otherwise. If any appeal is filed, however, then Protected Materials need not be returned or destroyed until thirty (30) days after a decision on appeal.

19. This Protective Order is intended to provide a mechanism for the handling of Protected Material. It is not intended by the Parties to act as a waiver of the right to object to any disclosure of information or production of any documents they deem confidential or on any grounds they may deem appropriate, including, without limitation, confidentiality, relevance or privilege.

20. Nothing in this Protective Order shall preclude any of the Parties from otherwise seeking a modification of this Protective Order through motions made before this Court.

21. At the conclusion of this litigation, the Court shall retain jurisdiction in the case for enforcement of this Protective Order.

22. This Order shall not prevent a party from applying to the Court for relief therefrom, or from applying to the Court for further or additional protective orders, or from agreeing to modifications of this Order, subject to the approval of the Court. The Court may amend, modify or dissolve this Protective Order at any time.

23. Special Provision for "Protected Health Information": During the course of this litigation, it may be necessary for the parties to disclose certain patient

protected health information (“PHI”) as that term is defined under the Health Insurance Portability and Accountability Act (“HIPAA”) and the Federal Regulations enacted pursuant to HIPAA. All PHI disclosed by either party shall be used for the sole purpose of preparing for or conducting this litigation, including, but not limited to investigation, consultation, discovery, depositions, trial preparation, trial, appeal, resolution, mediation, or uses incidental to the proceeding in the case. Following the resolution of the litigation, all PHI (including all copies made) shall be returned to the producing party or destroyed.

DONE and ORDERED this the **2nd** day of **April 2025**.

/s/ Katherine P. Nelson

KATHERINE P. NELSON

UNITED STATES MAGISTRATE JUDGE

(EXHIBIT A)
IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

TRUBRIDGE, INC.,)	
Plaintiff/Counter Defendant,)	
)	
v.)	CIVIL ACTION NO. 1:24-00190-KD-N
)	
CROOK COUNTY MEDICAL)	
SERVICES DISTRICT,)	
Defendant/Counter Claimant.)	

CERTIFICATION

1. My name is _____.
2. I live at _____.
3. I am employed as (state position) _____
by (state name and address of employer) _____.
4. I have read the Protective Order that has been entered in this case, and
a copy of it has been given to me. I understand the provisions of this Order, and
agree to comply with and to be bound by its provisions.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____, 20____.

by _____
(signature)

(EXHIBIT B)
IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

TRUBRIDGE, INC.,)	
Plaintiff/Counter Defendant,)	
)	
v.)	CIVIL ACTION NO. 1:24-00190-KD-N
)	
CROOK COUNTY MEDICAL)	
SERVICES DISTRICT,)	
Defendant/Counter Claimant.)	

UNDERTAKING FOR PROTECTIVE ORDER

I, _____, declare that:

1. My address is _____.
My current employer is _____.
My current occupation is _____.

2. I have received a copy of the Protective Order in this action. I have carefully read and understand the provisions of the Protective Order.

3. I will comply with all of the provisions of the Protective Order. I will hold in confidence, will not disclose to anyone not qualified under the Protective Order, and will use only for purposes of this action any information designated as “Confidential” or “Confidential – Attorneys’ Eyes Only” that is disclosed to me.

4. Promptly upon termination of these actions, I will return all documents And things designated as “Confidential,” or “Confidential – Attorneys’ Eyes Only” or that came into my possession, and all documents and

things that I have prepared relating thereto, to the outside counsel for the party by whom I am employed.

5. I will not use designated information for the purposes of preparing or counseling

or assisting others in the preparation, filing, or the like of any request for

discovery in connection with any other litigation or proceeding, including foreign

litigation(s) or proceedings.

6. I will only use any designated material for the purposes of the above-captioned

action, and for no other purpose.

7. I hereby submit to the jurisdiction of this Court for the purpose of enforcement of

the Protective Order in this action. I declare under penalty of perjury that the

foregoing is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Signature: _____

Date: _____

(EXHIBIT C)
IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

TRUBRIDGE, INC.,)	
Plaintiff/Counter Defendant,)	
)	
v.)	CIVIL ACTION NO. 1:24-00190-KD-N
)	
CROOK COUNTY MEDICAL)	
SERVICES DISTRICT,)	
Defendant/Counter Claimant.)	

NOTICE TO WITNESS

You are being shown one or more documents which have been designated as “Confidential” or “Confidential – Attorneys’ Eyes Only” pursuant to an Order of this Court. Except for providing testimony at this deposition, you may not disclose these documents or their contents to any person other than the attorney who represents you at this deposition. Further, neither these documents nor their contents may be used by you for any purpose except that you may use them for your testimony in connection with this litigation. In any event, you are prohibited from using them for any business, competitive, personal, private, public, or other nonlitigation purpose. The improper disclosure or use of these documents or their contents may result in the imposition of sanctions upon you by the Court. If you wish a complete copy of the Court Order, a copy will be provided to you upon request.

APPROVED BY: