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21 COOK GROUP, INC., an Indiana Corporation;
22 COOK MEDICAL, INC., an Indiana Corporation

23 **UNITED STATES DISTRICT COURT**
24 **CENTRAL DISTRICT OF CALIFORNIA**

25 OLIVIA VELASCO ,
26
27 Plaintiff,
28 v.
29 COOK INCORPORATED, an
30 Indiana Corporation; COOK
31 MEDICAL, LLC., an Indiana
32 Corporation; and DOES 1 through
33 25, inclusive,
34 Defendants.

Case No.: 2:15-cv-05257-DSF-JPR
District Court Judge: Dale S. Fischer
Courtroom No.: 840

**STIPULATION AND AGREED
PROTECTIVE ORDER**

**NOTE CHANGES MADE BY THE
COURT**

STIPULATION AND AGREED PROTECTIVE ORDER

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2 Upon agreement of the parties, by and through their counsel of record, in
3 order to expedite the flow of discovery materials in this action, and to protect trade
4 secrets or other confidential research, development and commercial information,
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6 HEREBY STIPULATE as follows:
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8 1. At such time as Defendants Cook Medical, LLC (“CML” and f/k/a
9 “Cook Medical Incorporated”) and Cook Incorporated (“CI”) (sometimes
10 collectively “Cook Defendants”) produce to counsel for any party hereto any
11 documents or data compilations that in any way contain any information constituting
12 a trade secret or confidential or proprietary business information and otherwise
13 qualifying to be subject to a protective order that the information not be revealed or
14 be revealed only in a specified way in accordance with Fed. R. Civ. Pro. 26(c)(1)(G)
15 and applicable precedent (“Confidential Documents”), Cook Defendants may stamp,
16 mark, or designate those documents and/or things “Confidential: Subject to
17 Protective Order”; “Company Confidential.” Additionally, at any time during any
18 deposition taken in this matter, counsel for Cook Defendants may note on the record
19 that the portion of the testimony relating to the confidential document is
20 “Confidential,” reflecting that the use and distribution of the testimony or deposition
21 transcript, including the exhibits, are subject to this Agreed Protective Order
22 (“Order”) and shall be treated as a Confidential Document. The parties must not
23 simply stamp an entire document as “confidential” but must take care to designate
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1 only those portions of documents that are confidential as such, by stamping each
2 page containing confidential material “confidential.” If a party wants to challenge
3 the designation of a document as ‘Confidential’, the challenging party shall first
4 notify the producing party in order to allow the parties to meet and confer to resolve
5 any issues relating to the designation. If after ten (10) business days from the date of
6 the notification the parties are unable to resolve their differences, the challenging
7 party may bring the matter before the Court for a ruling on whether the document
8 deserves ‘Confidential’ status by filing a “Notice of Challenge of Confidential
9 Designation.” The producing party shall then file a motion with the Court within ten
10 (10) days justifying why the document(s) should be protected from public disclosure.
11 The challenging party shall then have ten (10) days with which to file a response.
12 Any such motions must be filed in accordance with Local Rule 37-1 and 37-2,
13 including the joint stipulation provision. During this time the document shall
14 continue to be treated as Confidential until such a time that the Court rules otherwise.
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20 2. The parties to this action agree that all such designated documents,
21 information, testimony and/or things, and the information contained therein, shall be
22 treated as Confidential in accordance with the terms of this Order.
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24 3. Except with the prior written consent of counsel for Cook Defendants,
25 Confidential Documents may be shown or disclosed only to the following persons
26 (hereinafter referred to as a “Qualified Person”):
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28 a. The parties to this action and/or employees or agents of Cook

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Defendants;

- b. Counsel for the respective parties to this action;
- c. Employees of such counsel assigned to assist such counsel in the preparation of this action, including administrative staff and technical support;
- d. Independent experts and consultants retained by a party whose assistance is deemed necessary by such party's counsel for the prosecution of this action, and employees of such experts and consultants necessary to assist such persons in performing their duties;
- e. Any and all court reporters, staff, and/or videographers utilized in depositions conducted in this case;
- f. This Court and its administrative personnel or any Court asked to enforce this Order;
- g. A non-party witness who agrees to be bound by this Order pursuant to paragraph 4; and
- h. Any person who is not a competitor of Cook Defendants or who does not have a connection from a business perspective with a competitor of Cook Defendants, including as an employee or consultant, can be considered a Qualified Person.

4. With the exception of the Court, all Qualified Persons shall be bound

by this Order if they agree to be bound. Once a Qualified Person agrees, he or she

1 will be provided a copy of the Order and must agree to be bound by it by signing the
2 “Acknowledgment of Agreed Protective Order” made a part hereof by reference and
3 attached hereto as **Exhibit A or by affirmation under oath.**
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5 a. Counsel for the respective parties agree to provide any witness a
6 copy of **Exhibit A** and obtain an executed copy of the same prior to the
7 witness’s testimony. In the event a witness refuses to sign **Exhibit A**
8 and therefore does not agree to be bound by this Order, the parties shall
9 meet and confer concerning how to proceed, including but not limited
10 to, determining whether the confidential information counsel wishes to
11 present may be presented in another manner and if necessary, arranging
12 a telephonic conference with the Court to resolve the issue.

13 5. Except as otherwise provided by this Order or directed by the Court,
14 the parties are prohibited from distributing, showing, disseminating, discussing,
15 corresponding about, or providing photocopies, duplicates, reproductions, abstracts,
16 lists or summaries of any designated Confidential Documents and/or things to any
17 person or entity that is not a “Qualified Person.” Moreover, the parties shall not
18 disclose the title, heading or contents or any Confidential Documents and/or things to
19 any person or entity that is not a “Qualified Person.” Confidential Documents shall
20 not be published via any medium, including but not limited to the internet.
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22 6. None of the documents or materials produced subject to this Order shall
23 be used by or for the benefit of the party to whom it is produced, or by or for the
24 benefit of any person to whom it is revealed, disclosed, or described pursuant to
25 Section 3, subparagraphs a-g above, for any purpose other than the litigation of this
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1 action, except as may be permitted by the provisions of this Order.

2 In the event that any designated Confidential Document(s) or thing(s), or the
3 information contained therein, is to be included with, or part of the contents thereof
4 are in any way to be disclosed in, any pleading, motion, deposition, or other paper to
5 be filed with the Court, such documents shall be filed under seal with a motion to the
6 Court in accordance with L.R. 79-5.2.2, asking that such documents remain filed
7 under seal.

8 Any deposition transcript or exhibit that includes Confidential Documents or
9 Confidential information shall be subject to the terms and provisions of this Order.

10 7. Documents containing trade secrets or other confidential research,
11 development or commercial information which provide a party an advantage over
12 competitors by virtue of the information, process, or strategy identified therein may
13 be designated as Confidential Documents, in accordance with decisions of California
14 Courts interpreting Fed. R. Civ. P. 26(c) to permit California trial courts the authority
15 to order disclosure of documents “in a specified way.”

16 8. During the trial of any case, if any party seeks to introduce into
17 evidence documents which are subject to this Order, Cook Defendants may make the
18 appropriate request of the Court to protect against the dissemination of such trade
19 secret or commercially confidential documents.

20 9. Inadvertent disclosure does not constitute a waiver of the terms and
21 provisions of this Order. In the event of inadvertent disclosure of any documents or

1 data compilations that in any way contain any information constituting a trade secret
2 or confidential or proprietary business information Cook Defendants may assert that
3 the documents produced are Confidential Documents or contain Confidential
4 information and should immediately be stamped, marked, or designated as
5 “Confidential: Subject to Protective Order”; “Company Confidential” or some
6 similar notation and treated by all parties as such. In order to assert this right, Cook
7 Defendants must within 10 days of discovering the inadvertent disclosure serve
8 written notice on all parties. The notice shall specify with particularity the
9 documents which should be treat as subject to the terms of this Order and the dates
10 on which the inadvertent disclosure was made and discovered.

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14 10. All Confidential Documents and/or things subject to the Order shall be
15 destroyed or returned to counsel for Cook Defendants within thirty days after the
16 termination of this litigation (including appeals), whether by dismissal, judgment,
17 settlement, or otherwise. This paragraph shall require the return or destruction of all
18 photocopies, duplicates, or reproductions of Confidential Documents and/or the
19 destruction of any memos, summaries or partial copies that have been furnished to or
20 made by the parties’ attorneys and experts or other “Qualified Persons.” Counsel for
21 Cook Defendants shall also require the return or destruction of all Confidential
22 Documents transmitted or stored electronically. If Confidential Documents are
23 stored electronically on a computer hard drive or a similar electronic storage device,
24 they shall be permanently deleted. In the event documents are destroyed, counsel for
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1 any party hereto that received Confidential Documents shall provide counsel for
2 Cook Defendants with a document certifying that Confidential Documents have been
3 destroyed.
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5 11. After termination of this litigation, the provisions of the Order shall
6 continue to be binding.
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8 12. This Court shall retain jurisdiction over the parties, their attorneys and
9 experts for enforcement of the provisions of this Order until the termination of this
10 litigation.
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12 13. This Order shall be binding upon the parties hereto, upon their
13 attorneys, and upon the parties' and their attorney's successors, executors, personal
14 representatives, and administrators, heirs, legal representatives, assigns, subsidiaries,
15 divisions, employees, agents, independent contractors, or other persons or
16 organizations over which they have control.
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18 14. This Order is without prejudice to the right of any party to seek a
19 modification hereof. Nothing contained herein shall be deemed to have the effect of
20 an admission or waiver by any party or of altering the confidentiality or non-
21 confidentiality of any document or information. Either party shall have the right to
22 oppose the production of any information for any proper reason.
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24 15. Nothing herein shall be construed to keep a party or parties from
25 maintaining all deposition transcripts, documents or materials which have been
26 designated as Confidential in his/her or its possession during the pendency of this
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1 suit, provided that such party or attorney maintains the confidentiality as set forth in
2 this Order.

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4 The signature of counsel below constitutes their agreement, on behalf of
5 themselves, their law firms and the parties they represent, to be bound by the terms
6 of this Order.

7
8 **SO STIPULATED.**

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11 **AGREED TO:**

12 Date: June 17, 2016

By: /s/ Douglas B. King

13 _____
14 Douglas B. King, #5199-49 (PHV)
15 Patricia G. Duret, Indiana Bar #31951-
16 71 (PHV)
17 Admission *Pro Hac Vice* Pending
18 WOODEN & McLAUGHLIN LLP
19 One Indiana Square, Suite 1800
20 Indianapolis, IN 46204-4208
21 Tel: 317.639151
22 Fax: 317.639.6444
23 Email:
24 doug.king@woodenmclaughlin.com
25 Email:
26 patricia.duret@woodenmclaughlin.com
27 Counsel for Defendant Cook Medical,
28 LLC and Cook Incorporated.

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Date: June 17, 2016

By: /s/ Chris Gaspard

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Christopher L. Gaspard, SBN 275763
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Attorneys for Plaintiff,
Olivia Velasco

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

OLIVIA VELASCO,)
Plaintiff,) Case No. 2:15-cv-05257-DSF-JPR
vs.)
COOK INCORPORATED, an)
Indiana Corporation; COOK)
MEDICAL, LLC, an Indiana)
Corporation; and DOES 1 through)
25, inclusive,)
Defendants.

ACKNOWLEDGEMENT OF AGREED PROTECTIVE ORDER

I, _____, am a “Qualified Person” as defined
in Paragraph No. 3 of the Agreed Protective Order which was created for and
captioned under the above-captioned matter. I have been provided a copy of the
Agreed Protective Order and have read and fully understand the meaning and intent
of same.

On my oath, I hereby acknowledge that I will be receiving Confidential
Documents pursuant to and as defined in paragraph 1 of that Agreed Protective
Order. I further acknowledge that I am not a competitor of Cook Medical, LLC
and/or Cook Incorporated or employed by a competitor of Cook Medical, LLC
and/or Cook Incorporated. I have been given a copy of, and have read and
understand, the Agreed Protective Order and I represent that I am entitled to receive
such Confidential Documents pursuant thereto. I understand that: (a) Confidential
Documents and any copies thereof are confidential information to remain in my

1 personal custody until I have completed my assigned duties, whereupon they are to
2 be returned to counsel who provided me with such confidential information; (b) no
3 disclosure or use of such Confidential Documents shall be made or permitted for
4 commercial business or competitive reasons, and Confidential Documents shall not
5 be published via any medium, including but not limited to the internet; and (c) I am
6 submitting to the jurisdiction of this Court for purposes of enforcement of that
7 Agreed Protective Order. I further agree to notify the stenographic or clerical
8 personnel who are required to assist me of the terms of the Agreed Protective Order.
9 I also agree not to disseminate any information to anyone, or make disclosure or use
10 of any such information, except for purposes of the above-referenced proceeding or
11 as permitted by the Agreed Protective Order or by further order of the Court.
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16 SIGNED this _____ day of _____, 2016.

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Orange, State of California. My business address is One Corporate Park, Suite 200, Irvine, CA 92606.

On June 17, 2016, I served true copies of the following document(s) described as **STIPULATION AND AGREED PROTECTIVE ORDER** on the interested parties in this action as follows:

Joel W Baruch Attorney for Plaintiff
Corey Alexander Hall
Law Offices of Joel W. Baruch
2020 Main St Ste 900
Irvine. CA 92614

BY CM/ECF NOTICE OF ELECTRONIC FILING: I electronically filed the document(s) with the Clerk of the Court by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system. Participants in the case who are not registered CM/ECF users will be served by mail or by other means permitted by the court rules.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on June 17, 2016, at Irvine, California.

/s/ _____
Jennifer Purcell