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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

KRISTIN BIORN,
Plaintiff,
v.
WRIGHT MEDICAL TECHNOLOGY,
INC., a Delaware corporation; and
WRIGHT MEDICAL GROUP, INC., a
Delaware corporation,
Defendants.

Case No. CV 15-7102-CAS (KSx)

**STIPULATED ~~PROPOSED~~
PROTECTIVE ORDER**

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted.
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
6 Stipulated Protective Order. The parties acknowledge that this Order does not confer
7 blanket protections on all disclosures or responses to discovery and that the protection it
8 affords from public disclosure and use extends only to the limited information or items
9 that are entitled to confidential treatment under the applicable legal principles. The
10 parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated
11 Protective Order does not entitle them to file confidential information under seal; Civil
12 Local Rule 79-5 sets forth the procedures that must be followed and the standards that
13 will be applied when a party seeks permission from the Court to file material under
14 seal.

15 B. GOOD CAUSE STATEMENT

16 This action is likely to involve trade secrets, customer and pricing lists and other
17 valuable research, design, development, manufacturing, commercial, financial,
18 technical and/or proprietary information, as well as personal medical records and health
19 information, for which special protection from public disclosure and from use for any
20 purpose other than prosecution of this action is warranted. Such confidential and
21 proprietary materials and information consist of, among other things, confidential
22 business or financial information, information regarding confidential business practices,
23 or other confidential research, design, development, manufacturing or commercial
24 information (including information implicating privacy rights of third parties), personal
25 medical records, information otherwise generally unavailable to the public, or which
26 may be privileged or otherwise protected from disclosure under state or federal statutes,
27 court rules, case decisions, or common law. Accordingly, to expedite the flow of
28 information, to facilitate the prompt resolution of disputes over confidentiality of

1 discovery materials, to adequately protect information the parties are entitled to keep
2 confidential, to ensure that the parties are permitted reasonable necessary uses of such
3 material in preparation for and in the conduct of trial, to address their handling at the
4 end of the litigation, and serve the ends of justice, a protective order for such
5 information is justified in this matter. It is the intent of the parties that information will
6 not be designated as confidential for tactical reasons and that nothing be so designated
7 without a good faith belief that it has been maintained in a confidential, non-public
8 manner, and there is good cause why it should not be part of the public record of this
9 case.

10 2. DEFINITIONS

11 2.1 Action: This pending federal lawsuit, *Kristin Biorn v. Wright Medical*
12 *Technology, Inc., et al.*, Case No. CV15-07102 CAS (KSx).

13 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
14 information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
16 it is generated, stored or maintained) or tangible things that qualify for protection under
17 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
18 Statement.

19 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
20 support staff).

21 2.5 Designating Party: a Party or Non-Party that designates information or
22 items that it produces in disclosures or in responses to discovery as
23 “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
24 ONLY.”

25 2.6 Disclosure or Discovery Material: all items or information, regardless of
26 the medium or manner in which it is generated, stored, or maintained (including, among
27 other things, testimony, transcripts, and tangible things), that are produced or generated
28 in disclosures or responses to discovery in this matter.

1 2.7 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
3 expert witness or as a consultant in this Action.

4 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
5 Information or Items: extremely sensitive “CONFIDENTIAL” Information or Items,
6 representing trade secret, business information or other information, disclosure of
7 which to another Party or Non-Party would create a substantial risk of serious harm that
8 could not be avoided by less restrictive means.

9 2.9 House Counsel: attorneys who are employees of a party to this Action.
10 House Counsel does not include Outside Counsel of Record or any other outside
11 counsel.

12 2.10 Non-Party: any natural person, partnership, corporation, association, or
13 other legal entity not named as a Party to this action.

14 2.11 Outside Counsel of Record: attorneys who are not employees of a party to
15 this Action but are retained to represent or advise a party to this Action and have
16 appeared in this Action on behalf of that party or are affiliated with a law firm which
17 has appeared on behalf of that party, and includes support staff.

18 2.12 Party: any party to this Action, including Kristin Biorn, Wright Medical
19 Technology, Inc., and all of their officers, directors, employees, consultants, retained
20 experts, and Outside Counsel of Record (and their support staffs).

21 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
22 Discovery Material in this Action.

23 2.14 Professional Vendors: persons or entities that provide litigation support
24 services (e.g., photocopying, videotaping, translating, preparing exhibits or
25 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
26 their employees and subcontractors.

27 2.15 Protected Material: any Disclosure or Discovery Material that is
28 designated as “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL –

1 ATTORNEYS' EYES ONLY.”

2 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
3 from a Producing Party.

4 2.17 Sarafian Action: The federal lawsuit pending before this Court, *Richard B.*
5 *Sarafian v. Wright Medical Technology, Inc., et al.* Case No. CV15-09397 CAS (KSx).

6 3. SCOPE

7 The protections conferred by this Stipulation and Order cover not only Protected
8 Material (as defined above), but also (1) any information copied or extracted from
9 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
10 Material; and (3) any testimony, conversations, or presentations by Parties or their
11 Counsel that might reveal Protected Material.

12 Any use of Protected Material at trial shall be governed by the orders of the trial
13 judge. This Order does not govern the use of Protected Material at trial.

14 Any Protected Material subject to this Order is for use in this Action and the
15 *Sarafian* Action only, and may not be used in any other litigation or other proceeding.
16 No attorneys or any other persons, other than the attorneys of record for Plaintiff and
17 Defendants in this Action or the *Sarafian* Action or any other person authorized to
18 receive and/or use Protected Material pursuant to this Order, are entitled to receive
19 and/or use any Protected Material subject to this Order. Counsel for Plaintiff and
20 Defendants in this Action and/or the *Sarafian* Action, and any other person authorized
21 to receive and/or use Protected Material pursuant to this Order, are strictly prohibited
22 from sharing any Protected Material subject to this Order with any attorney(s) or other
23 persons who are not a part of this Action or the *Sarafian* Action.

24 4. DURATION

25 Even after final disposition of this litigation, the confidentiality obligations
26 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
27 in writing or a court order otherwise directs. Final disposition shall be deemed to be the
28 later of (1) dismissal of all claims and defenses in this Action, with or without

1 prejudice; and (2) final judgment herein after the completion and exhaustion of all
2 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits
3 for filing any motions or applications for extension of time pursuant to applicable law.

4 5. DESIGNATING PROTECTED MATERIAL

5 5.1 Exercise of Restraint and Care in Designating Material for Protection.

6 Each Party or Non-Party that designates information or items for protection
7 under this Order must take care to limit any such designation to specific material that
8 qualifies under the appropriate standards. The Designating Party must designate for
9 protection only those parts of material, documents, items, or oral or written
10 communications that qualify so that other portions of the material, documents, items, or
11 communications for which protection is not warranted are not swept unjustifiably
12 within the ambit of this Order.

13 Mass, indiscriminate, or routinized designations are prohibited. Designations that
14 are shown to be clearly unjustified or that have been made for an improper purpose
15 (e.g., to unnecessarily encumber the case development process or to impose
16 unnecessary expenses and burdens on other parties) may expose the Designating Party
17 to sanctions.

18 If it comes to a Designating Party's attention that information or items that it
19 designated for protection do not qualify for protection that Designating Party must
20 promptly notify all other Parties that it is withdrawing the inapplicable designation.

21 5.2 Manner and Timing of Designations. Except as otherwise provided in this
22 Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or
23 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
24 must be clearly so designated before the material is disclosed or produced.

25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (e.g., paper or electronic
27 documents, but excluding transcripts of depositions or other pretrial or trial
28 proceedings), that the Producing Party affix at a minimum, the legend

1 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), or the legend “HIGHLY
2 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (hereinafter “ATTORNEYS’
3 EYES ONLY legend”), to each page that contains protected material. If only a portion
4 or portions of the material on a page qualifies for protection, the Producing Party also
5 must clearly identify the protected portion(s) (e.g., by making appropriate markings in
6 the margins).

7 A Party or Non-Party that makes original documents available for inspection
8 need not designate them for protection until after the inspecting Party has indicated
9 which documents it would like copied and produced. During the inspection and before
10 the designation, all of the material made available for inspection shall be deemed
11 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting
12 Party has identified the documents it wants copied and produced, the Producing Party
13 must determine which documents, or portions thereof, qualify for protection under this
14 Order. Then, before producing the specified documents, the Producing Party must affix
15 the “CONFIDENTIAL legend” or “ATTORNEYS’ EYES ONLY legend” to each page
16 that contains Protected Material. If only a portion or portions of the material on a page
17 qualifies for protection, the Producing Party also must clearly identify the protected
18 portion(s) (e.g., by making appropriate markings in the margins).

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

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

28 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent

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

5 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
7 designation of confidentiality at any time that is consistent with the Court's Scheduling
8 Order.

9 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
10 resolution process under Local Rule 37.1 *et seq.*

11 6.3 Burden of Persuasion. The burden of persuasion in any such challenge
12 proceeding shall be on the Designating Party. Frivolous challenges, and those made for
13 an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on
14 other parties) may expose the Challenging Party to sanctions. Unless the Designating
15 Party has waived or withdrawn the confidentiality designation, all parties shall continue
16 to afford the material in question the level of protection to which it is entitled under the
17 Producing Party's designation until the Court rules on the challenge.

18 7. ACCESS TO AND USE OF PROTECTED MATERIAL

19 7.1 Basic Principles. A Receiving Party may use Protected Material that is
20 disclosed or produced by another Party or by a Non-Party in connection with this
21 Action only for prosecuting, defending, or attempting to settle this Action and/or the
22 *Sarafian* Action. Such Protected Material may be disclosed only to the categories of
23 persons and under the conditions described in this Order. When the Action has been
24 terminated, a Receiving Party must comply with the provisions of section 13 below
25 (FINAL DISPOSITION). Protected Material must be stored and maintained by a
26 Receiving Party at a location and in a secure manner that ensures that access is limited
27 to the persons authorized under this Order.

28 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise

1 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
2 may disclose any information or item designated “CONFIDENTIAL” only to:

3 (a) the Receiving Party’s Outside Counsel of Record in this Action
4 and/or the *Sarafian* Action, as well as employees of said Outside Counsel of Record to
5 whom it is reasonably necessary to disclose the information for this Action and/or the
6 *Sarafian* Action;

7 (b) the officers, directors, and employees (including House Counsel) of
8 the Receiving Party to whom disclosure is reasonably necessary for this Action and/or
9 the *Sarafian* Action;

10 (c) In accordance with Section 7.3 below, Experts (as defined in this
11 Order) of the Receiving Party to whom disclosure is reasonably necessary for this
12 Action and/or the *Sarafian* Action and who have signed the “Acknowledgment and
13 Agreement to Be Bound” (Exhibit A);

14 (d) the Court and its personnel;

15 (e) Court reporters and their staff;

16 (f) professional jury or trial consultants, mock jurors, and Professional
17 Vendors to whom disclosure is reasonably necessary for this Action and/or the *Sarafian*
18 Action and who have signed the “Acknowledgment and Agreement to Be Bound”
19 (Exhibit A);

20 (g) the author or recipient of a document containing the information or a
21 custodian or other person who otherwise possessed or knew the information;

22 (h) during their depositions, witnesses, and attorneys for witnesses, in
23 the Action and/or the *Sarafian* Action to whom disclosure is reasonably necessary
24 provided: (1) the deposing party requests that the witness sign the form attached as
25 Exhibit A hereto; and (2) they will not be permitted to keep any confidential
26 information unless they sign the “Acknowledgment and Agreement to Be Bound”
27 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court.
28 Pages of transcribed deposition testimony or exhibits to depositions that reveal

1 Protected Material may be separately bound by the court reporter and may not be
2 disclosed to anyone except as permitted under this Stipulated Protective Order; and

3 (i) any mediator or settlement officer, and their supporting personnel,
4 mutually agreed upon by any of the parties engaged in settlement discussions.

5 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
6 ONLY” Information or Items. Unless otherwise ordered by the Court or permitted in
7 writing by the Designating Party, any information or item designated “HIGHLY
8 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” may be disclosed only to:

9 (a) the Receiving Party’s Outside Counsel of Record in this Action and/or
10 the *Sarafian* Action, as well as employees of said Outside Counsel of Record to whom
11 it is reasonably necessary to disclose the information for this Action and/or the *Sarafian*
12 Action;

13 (b) Experts (as defined in this Order) of the Receiving Party to whom
14 disclosure is reasonably necessary for this Action and/or the *Sarafian* Action, who have
15 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), and who
16 comply with the provisions of subsection (h) below;

17 (c) the Court and its personnel;

18 (d) Court reporters and their staff;

19 (e) professional jury or trial consultants, mock jurors, and Professional
20 Vendors to whom disclosure is reasonably necessary for this Action and/or the *Sarafian*
21 Action and who have signed the “Acknowledgment and Agreement to Be Bound”
22 (Exhibit A);

23 (f) the author or recipient of a document containing the information or a
24 custodian or other person who otherwise possessed or knew the information;

25 (g) any mediator or settlement officer, and their supporting personnel,
26 mutually agreed upon by any of the parties engaged in settlement discussions.

27 (h) in no event shall a Receiving Party make disclosures to employees,
28 contractors, consultants, officers, or directors of any competitors of Wright, or anyone

1 who at the time of disclosure is anticipated to become an employee, contractor,
2 consultant, officer, or director of any competitor of Wright. In the event a Receiving
3 Party wishes to make disclosure to any current employees, contractors, consultants,
4 officers, or directors of any competitors of Wright, or to anyone who, at the time of
5 disclosure, is anticipated to become an employee, contractor, consultant, officer, or
6 director of any competitor of Wright, irrespective of whether they are retained as a
7 consultant/expert for Plaintiffs, the parties shall “meet and confer.” A “competitor”
8 shall be defined as any medical device manufacturer that manufactures hip implants,
9 foot and ankle devices, upper extremity (elbow, hand, shoulder and wrist) products, and
10 biologics. The “meet and confer” will not require disclosure of the identity of the
11 consultant/expert to whom “Protected Material” will be provided. A party wishing to
12 make a disclosure to any current employees, contractors, consultants, officers, or
13 directors of any competitors of Wright, or to anyone who, at the time of disclosure,
14 anticipates becoming an employee, contractor, consultant, officer, or director of any
15 competitor of Wright, shall identify the bates range of documents that may be provided
16 to such consultant/expert without disclosing the identity of the person. Within fourteen
17 (14) days of the disclosure of the bates range of documents, Wright may designate as
18 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” any document that
19 Wright believes in good faith to contain such highly confidential information that if
20 potentially disclosed to a Wright competitor, such disclosure would cause Wright
21 significant competitive harm. If such a designation is not made within fourteen (14)
22 days, the documents in the bates range may be provided to the consultant/expert
23 pursuant to this Protective Order. A party may object to the “HIGHLY
24 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” designation of a document within
25 fourteen (14) days of the designation. If the parties cannot agree to the “HIGHLY
26 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” designation, the matter shall be
27 resolved by the Court, and no disclosure shall be made until the matter is resolved by
28 the Court. A document which the parties agree to designate, or the Court designates, as

1 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” shall not be provided
2 to any employees, contractors, consultants, officers, or directors of any competitor of
3 Wright, or to anyone who, at the time of disclosure, anticipates becoming an employee,
4 contractor, consultant, officer, or director of any competitor of Wright.

5 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
6 IN OTHER LITIGATION

7 If a Party is served with a subpoena or a court order issued in other litigation that
8 compels disclosure of any information or items designated in this Action as
9 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,”
10 that Party must:

11 (a) promptly notify in writing the Designating Party. Such notification shall
12 include a copy of the subpoena or court order;

13 (b) promptly notify in writing the party who caused the subpoena or order to
14 issue in the other litigation that some or all of the material covered by the subpoena or
15 order is subject to this Protective Order. Such notification shall include a copy of this
16 Stipulated Protective Order; and

17 (c) cooperate with respect to all reasonable procedures sought to be pursued
18 by the Designating Party whose Protected Material may be affected. If the Designating
19 Party timely seeks a protective order, the Party served with the subpoena or court order
20 shall not produce any information designated in this action as “CONFIDENTIAL” or
21 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination
22 by the court from which the subpoena or order issued, unless the Party has obtained the
23 Designating Party’s permission. The Designating Party shall bear the burden and
24 expense of seeking protection in that court of its confidential material and nothing in
25 these provisions should be construed as authorizing or encouraging a Receiving Party
26 in this Action to disobey a lawful directive from another court.

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

3 (a) The terms of this Order are applicable to information produced by a Non-
4 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by
6 Non-Parties in connection with this litigation is protected by the remedies and relief
7 provided by this Order. Nothing in these provisions should be construed as prohibiting
8 a Non-Party from seeking additional protections.

9 (b) In the event that a Party is required, by a valid discovery request, to
10 produce a Non-Party’s confidential information in its possession, and the Party is
11 subject to an agreement with the Non-Party not to produce the Non-Party’s confidential
12 information, then the Party shall:

13 (1) promptly notify in writing the Requesting Party and the Non-Party
14 that some or all of the information requested is subject to a confidentiality agreement
15 with a Non-Party;

16 (2) promptly provide the Non-Party with a copy of the Stipulated
17 Protective Order in this Action, the relevant discovery request(s), and a reasonably
18 specific description of the information requested; and

19 (3) make the information requested available for inspection by the Non-
20 Party, if requested.

21 (c) If the Non-Party fails to seek a protective order from this Court within 14
22 days of receiving the notice and accompanying information, the Receiving Party may
23 produce the Non-Party’s confidential information responsive to the discovery request.
24 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
25 any information in its possession or control that is subject to the confidentiality
26 agreement with the Non-Party before a determination by the Court. Absent a court
27 order to the contrary, the Non-Party shall bear the burden and expense of seeking
28 protection in this Court of its Protected Material.

1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
5 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
6 all unauthorized copies of the Protected Material, (c) inform the person or persons to
7 whom unauthorized disclosures were made of all the terms of this Order, and (d)
8 request such person or persons to execute the “Acknowledgment and Agreement to Be
9 Bound” that is attached hereto as Exhibit A.

10 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
11 PROTECTED MATERIAL

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

22 12. MISCELLANEOUS

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
24 person to seek its modification by the Court in the future.

25 12.2 Right to Assert Other Objections. By stipulating to the entry of this
26 Protective Order no Party waives any right it otherwise would have to object to
27 disclosing or producing any information or item on any ground not addressed in this
28 Stipulated Protective Order. Similarly, no Party waives any right to object on any

1 ground to use in evidence of any of the material covered by this Protective Order.

2 12.3 Filing Protected Material. A Party that seeks to file under seal any
3 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
4 only be filed under seal pursuant to a court order authorizing the sealing of the specific
5 Protected Material at issue. If a Party's request to file Protected Material under seal is
6 denied by the Court, then the Receiving Party may file the information in the public
7 record unless otherwise instructed by the Court.

8 13. FINAL DISPOSITION

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

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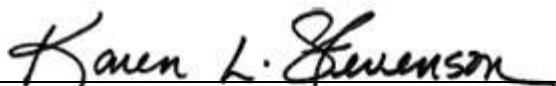
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1 14. Any violation of this Order may be punished by any and all appropriate measures
2 including, without limitation, contempt proceedings and/or monetary sanctions.

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4 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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6 DATED: May 23, 2016

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9 KAREN L. STEVENSON
10 UNITED STATES MAGISTRATE JUDGE
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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury that I
5 have read in its entirety and understand the Stipulated Protective Order that was issued
6 by the United States District Court for the Central District of California on
7 _____ [date] in the case of *Kristin Biorn v. Wright Medical Technology,*
8 *Inc., et al.*, Case No. CV15-07102 CAS (KSx). I agree to comply with and to be bound
9 by all the terms of this Stipulated Protective Order and I understand and acknowledge
10 that failure to so comply could expose me to sanctions and punishment in the nature of
11 contempt. I solemnly promise that I will not disclose in any manner any information or
12 item that is subject to this Stipulated Protective Order to any person or entity except in
13 strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for
15 the Central District of California for the purpose of enforcing the terms of this
16 Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this action. I hereby appoint _____ [print or
18 type full name] of _____ [print or type full
19 address and telephone number] as my California agent for service of process in
20 connection with this action or any proceedings related to enforcement of this Stipulated
21 Protective Order.

22
23 Date: _____

24 City and State where sworn and signed: _____

25 Printed name: _____

26
27 Signature: _____

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