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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

JOHN BOWER,  
Plaintiff,  
v.  
WRIGHT MEDICAL TECHNOLOGY,  
INC., a Delaware corporation; and  
MICROPORT ORTHOPEDICS, INC.,  
a Delaware corporation,  
Defendants.

Case No. 2:17-cv-03178-CAS (KSx)

**STIPULATED PROTECTIVE  
ORDER**

Magistrate Judge: Hon. Karen L.  
Stevenson  
Crtrm.: 580 – 5th Floor

Trial Date: May 7, 2019

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.

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11 2. DEFINITIONS

12 2.1 Action: This pending federal lawsuit, *John Bower v. Wright Medical*  
13 *Technology, Inc., et al.*, Case No. 2:17-cv-03178-CAS (KSx).

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

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

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

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

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

1 in disclosures or responses to discovery in this matter.

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

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

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

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

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

19       2.12 Party: any party to this Action, including John Bower, Wright Medical  
20 Technology, Inc., and MicroPort Orthopedics, Inc. all of their officers, directors,  
21 employees, consultants, retained experts, and Outside Counsel of Record (and their  
22 support staffs).

23       2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
24 Discovery Material in this Action.

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

1           2.15 Protected Material: any Disclosure or Discovery Material that is  
2 designated as “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL –  
3 ATTORNEYS’ EYES ONLY.”

4           2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
5 from a Producing Party.

6           2.17 Prater Action: The federal lawsuit pending before this Court, *Catherine*  
7 *Prater v. Wright Medical Technology, Inc., et al.* Case No. 2:17-cv-03196-CAS (KSx).  
8 On January 3, 2018, the Court consolidated this Action and the *Prater* Action for  
9 pretrial purposes only.

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11 3.       SCOPE

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

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

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

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4. 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.

5. DESIGNATING PROTECTED MATERIAL

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

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

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

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

5.2 Manner and Timing of Designations. Except as otherwise provided in this

1 Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or  
2 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
3 must be clearly so designated before the material is disclosed or produced.

4 Designation in conformity with this Order requires:

5 (a) for information in documentary form (e.g., paper or electronic  
6 documents, but excluding transcripts of depositions or other pretrial or trial  
7 proceedings), that the Producing Party affix at a minimum, the legend  
8 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), or the legend “HIGHLY  
9 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (hereinafter “ATTORNEYS’  
10 EYES ONLY legend”), to each page that contains protected material. If only a portion  
11 or portions of the material on a page qualifies for protection, the Producing Party also  
12 must clearly identify the protected portion(s) (e.g., by making appropriate markings in  
13 the margins).

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

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

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

7 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
8 failure to designate qualified information or items does not, standing alone, waive the  
9 Designating Party’s right to secure protection under this Order for such material. Upon  
10 timely correction of a designation, the Receiving Party must make reasonable efforts to  
11 assure that the material is treated in accordance with the provisions of this Order.

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13 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

14 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
15 designation of confidentiality at any time that is consistent with the Court’s Scheduling  
16 Order.

17 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
18 resolution process under Local Rule 37.1 *et seq.*

19 6.3 Burden of Persuasion. The burden of persuasion in any such challenge  
20 proceeding shall be on the Designating Party. Frivolous challenges, and those made for  
21 an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on  
22 other parties) may expose the Challenging Party to sanctions. Unless the Designating  
23 Party has waived or withdrawn the confidentiality designation, all parties shall continue  
24 to afford the material in question the level of protection to which it is entitled under the  
25 Producing Party’s designation until the Court rules on the challenge.

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27 7. ACCESS TO AND USE OF PROTECTED MATERIAL

28 7.1 Basic Principles. A Receiving Party may use Protected Material that is

1 disclosed or produced by another Party or by a Non-Party in connection with this  
2 Action only for prosecuting, defending, or attempting to settle this Action and/or the  
3 *Prater* Action. Such Protected Material may be disclosed only to the categories of  
4 persons and under the conditions described in this Order. When the Action has been  
5 terminated, a Receiving Party must comply with the provisions of section 13 below  
6 (FINAL DISPOSITION). Protected Material must be stored and maintained by a  
7 Receiving Party at a location and in a secure manner that ensures that access is limited  
8 to the persons authorized under this Order.

9       7.2    Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
10 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
11 may disclose any information or item designated “CONFIDENTIAL” only to:

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

16           (b)    the officers, directors, and employees (including House Counsel) of  
17 the Receiving Party to whom disclosure is reasonably necessary for this Action and/or  
18 the *Prater* Action;

19           (c)    Experts (as defined in this Order) of the Receiving Party to whom  
20 disclosure is reasonably necessary for this Action and/or the *Prater* Action and who  
21 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22           (d)    the Court and its personnel;

23           (e)    Court reporters and their staff;

24           (f)    professional jury or trial consultants, mock jurors, and Professional  
25 Vendors to whom disclosure is reasonably necessary for this Action and/or the *Prater*  
26 Action and who have signed the “Acknowledgment and Agreement to Be Bound”  
27 (Exhibit A);

28           (g)    the author or recipient of a document containing the information or a

1 custodian or other person who otherwise possessed or knew the information;

2 (h) during their depositions, witnesses, and attorneys for witnesses, in  
3 the Action and/or the *Prater* Action to whom disclosure is reasonably necessary  
4 provided: (1) the deposing party requests that the witness sign the form attached as  
5 Exhibit A hereto; and (2) they will not be permitted to keep any confidential  
6 information unless they sign the “Acknowledgment and Agreement to Be Bound”  
7 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court.

8 Pages of transcribed deposition testimony or exhibits to depositions that reveal  
9 Protected Material may be separately bound by the court reporter and may not be  
10 disclosed to anyone except as permitted under this Stipulated Protective Order; and

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

13 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
14 ONLY” Information or Items. Unless otherwise ordered by the Court or permitted in  
15 writing by the Designating Party, any information or item designated “HIGHLY  
16 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” may be disclosed only to:

17 (a) the Receiving Party’s Outside Counsel of Record in this Action  
18 and/or the *Prater* Action, as well as employees of said Outside Counsel of Record to  
19 whom it is reasonably necessary to disclose the information for this Action and/or the  
20 *Prater* Action;

21 (b) the officers, directors, and employees (including House Counsel) of  
22 the Receiving Party to whom disclosure is reasonably necessary for this Action and/or  
23 the *Prater* Action;

24 (c) Experts (as defined in this Order) of the Receiving Party to whom  
25 disclosure is reasonably necessary for this Action and/or the *Prater* Action, who have  
26 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

27 (d) the Court and its personnel;

28 (e) Court reporters and their staff;

1 (f) professional jury or trial consultants, mock jurors, and Professional  
2 Vendors to whom disclosure is reasonably necessary for this Action and/or the *Prater*  
3 Action and who have signed the “Acknowledgment and Agreement to Be Bound”  
4 (Exhibit A);

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

7 (h) during their depositions, witnesses, and attorneys for witnesses, in  
8 the Action and/or the *Prater* Action to whom disclosure is reasonably necessary  
9 provided: (1) the deposing party requests that the witness sign the form attached as  
10 Exhibit A hereto; and (2) they will not be permitted to keep any confidential  
11 information unless they sign the “Acknowledgment and Agreement to Be Bound”  
12 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court.

13 Pages of transcribed deposition testimony or exhibits to depositions that reveal  
14 Protected Material may be separately bound by the court reporter and may not be  
15 disclosed to anyone except as permitted under this Stipulated Protective Order; and

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

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19 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
20 OTHER LITIGATION

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

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

27 (b) promptly notify in writing the party who caused the subpoena or order to  
28 issue in the other litigation that some or all of the material covered by the subpoena or

1 order is subject to this Protective Order. Such notification shall include a copy of this  
2 Stipulated Protective Order; and

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

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

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

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

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

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

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

6 (c) If the Non-Party fails to seek a protective order from this Court within 14  
7 days of receiving the notice and accompanying information, the Receiving Party may  
8 produce the Non-Party's confidential information responsive to the discovery request.  
9 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce  
10 any information in its possession or control that is subject to the confidentiality  
11 agreement with the Non-Party before a determination by the Court. Absent a court  
12 order to the contrary, the Non-Party shall bear the burden and expense of seeking  
13 protection in this Court of its Protected Material.

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15 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

16 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
17 Protected Material to any person or in any circumstance not authorized under this  
18 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing  
19 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
20 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
21 whom unauthorized disclosures were made of all the terms of this Order, and (d)  
22 request such person or persons to execute the "Acknowledgment and Agreement to Be  
23 Bound" that is attached hereto as Exhibit A.

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25 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
26 PROTECTED MATERIAL

27 When a Producing Party gives notice to Receiving Parties that certain  
28 inadvertently produced material is subject to a claim of privilege or other protection, the

1 obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
2 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
3 may be established in an e-discovery order that provides for production without prior  
4 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
5 parties reach an agreement on the effect of disclosure of a communication or  
6 information covered by the attorney-client privilege or work product protection, the  
7 parties may incorporate their agreement in the stipulated protective order submitted to  
8 the court.

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10 12. MISCELLANEOUS

11 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
12 person to seek its modification by the Court in the future.

13 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
14 Protective Order no Party waives any right it otherwise would have to object to  
15 disclosing or producing any information or item on any ground not addressed in this  
16 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
17 ground to use in evidence of any of the material covered by this Protective Order.

18 12.3 Filing Protected Material. A Party that seeks to file under seal any  
19 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
20 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
21 Protected Material at issue. If a Party's request to file Protected Material under seal is  
22 denied by the Court, then the Receiving Party may file the information in the public  
23 record unless otherwise instructed by the Court.

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25 13. FINAL DISPOSITION

26 After the final disposition of this Action, as defined in paragraph 4, within 60  
27 days of a written request by the Designating Party, each Receiving Party must return all  
28 Protected Material to the Producing Party or destroy such material. As used in this

1 subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
2 summaries, and any other format reproducing or capturing any of the Protected  
3 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
4 must submit a written certification to the Producing Party (and, if not the same person  
5 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
6 category, where appropriate) all the Protected Material that was returned or destroyed  
7 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
8 compilations, summaries or any other format reproducing or capturing any of the  
9 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
10 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
11 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
12 work product, and consultant and expert work product, even if such materials contain  
13 Protected Material. Any such archival copies that contain or constitute Protected  
14 Material remain subject to this Protective Order as set forth in Section 4 (DURATION).  
15 14. Any violation of this Order may be punished by any and all appropriate measures  
16 including, without limitation, contempt proceedings and/or monetary sanctions.

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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 that was issued by the United States District Court for the Central District of California on \_\_\_\_\_ [date] in the case of *John Bower v. Wright Medical Technology, Inc., et al.*, Case No. 2:17-cv-03178-CAS (KSx). I agree to comply with and to be bound by all the terms of this Stipulated Protective 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 this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

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

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_