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KIESEL LAW LLP  
Attorneys at Law  
Beverly Hills, California

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

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

Case No. 2:17-cv-03196-CAS (KSx)

**STIPULATED PROTECTIVE  
ORDER**

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

Trial Date: May 7, 2019

**STIPULATED 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, *Catherine Prater v. Wright Medical*  
12 *Technology, Inc., et al.*, Case No. 2:17-cv-03196-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 Catherine Prater, Wright Medical  
19 Technology, Inc., and MicroPort Orthopedics, Inc. all of their officers, directors,  
20 employees, consultants, retained experts, and Outside Counsel of Record (and their  
21 support staffs).

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

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

28           2.15 Protected Material: any Disclosure or Discovery Material that is

1 designated as “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL –  
2 ATTORNEYS’ EYES ONLY.”

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

5 2.17 Bower Action: The federal lawsuit pending before this Court, *John Bower*  
6 *v. Wright Medical Technology, Inc., et al.*, Case No. 2:17-cv-03178-CAS (KSx). On  
7 January 3, 2018, the Court consolidated this Action and the *Bower* Action for pretrial  
8 purposes only.

9 3. SCOPE

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

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

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

27 4. DURATION

28 Even after final disposition of this litigation, the confidentiality obligations

1 imposed by this Order shall remain in effect until a Designating Party agrees otherwise  
2 in writing or a court order otherwise directs. Final disposition shall be deemed to be the  
3 later of (1) dismissal of all claims and defenses in this Action, with or without  
4 prejudice; and (2) final judgment herein after the completion and exhaustion of all  
5 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits  
6 for filing any motions or applications for extension of time pursuant to applicable law.

7 5. DESIGNATING PROTECTED MATERIAL

8 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

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

28 Designation in conformity with this Order requires:

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

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

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

25 (c) for information produced in some form other than documentary and  
26 for any other tangible items, that the Producing Party affix in a prominent place on the  
27 exterior of the container or containers in which the information is stored the legend  
28 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

1 If only a portion or portions of the information warrants protection, the Producing  
2 Party, to the extent practicable, shall identify the protected portion(s).

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
4 failure to designate qualified information or items does not, standing alone, waive the  
5 Designating Party's right to secure protection under this Order for such material. Upon  
6 timely correction of a designation, the Receiving Party must make reasonable efforts to  
7 assure that the material is treated in accordance with the provisions of this Order.

8 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

9 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
10 designation of confidentiality at any time that is consistent with the Court's Scheduling  
11 Order.

12 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
13 resolution process under Local Rule 37.1 *et seq.*

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

21 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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



1 Receiving Party at a location and in a secure manner that ensures that access is limited  
2 to the persons authorized under this Order.

3 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
4 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
5 may disclose any information or item designated “CONFIDENTIAL” only to:

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

10 (b) the officers, directors, and employees (including House Counsel) of  
11 the Receiving Party to whom disclosure is reasonably necessary for this Action and/or  
12 the *Bower* Action;

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

16 (d) the Court and its personnel;

17 (e) Court reporters and their staff;

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

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

24 (h) during their depositions, witnesses, and attorneys for witnesses, in  
25 the Action and/or the *Bower* Action to whom disclosure is reasonably necessary  
26 provided: (1) the deposing party requests that the witness sign the form attached as  
27 Exhibit A hereto; and (2) they will not be permitted to keep any confidential  
28 information unless they sign the “Acknowledgment and Agreement to Be Bound”

1 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court.  
2 Pages of transcribed deposition testimony or exhibits to depositions that reveal  
3 Protected Material may be separately bound by the court reporter and may not be  
4 disclosed to anyone except as permitted under this Stipulated Protective Order; and

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

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

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

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

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

21 (d) the Court and its personnel;

22 (e) Court reporters and their staff;

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

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

1 (h) during their depositions, witnesses, and attorneys for witnesses, in  
2 the Action and/or the *Bower* Action to whom disclosure is reasonably necessary  
3 provided: (1) the deposing party requests that the witness sign the form attached as  
4 Exhibit A hereto; and (2) they will not be permitted to keep any confidential  
5 information unless they sign the “Acknowledgment and Agreement to Be Bound”  
6 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court.  
7 Pages of transcribed deposition testimony or exhibits to depositions that reveal  
8 Protected Material may be separately bound by the court reporter and may not be  
9 disclosed to anyone except as permitted under this Stipulated Protective Order; and

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

12 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
13 OTHER LITIGATION

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

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

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

24 (c) cooperate with respect to all reasonable procedures sought to be pursued  
25 by the Designating Party whose Protected Material may be affected. If the Designating  
26 Party timely seeks a protective order, the Party served with the subpoena or court order  
27 shall not produce any information designated in this action as “CONFIDENTIAL” or  
28 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination

1 by the court from which the subpoena or order issued, unless the Party has obtained the  
2 Designating Party’s permission. The Designating Party shall bear the burden and  
3 expense of seeking protection in that court of its confidential material and nothing in  
4 these provisions should be construed as authorizing or encouraging a Receiving Party  
5 in this Action to disobey a lawful directive from another court.

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

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

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

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

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

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

26 (c) If the Non-Party fails to seek a protective order from this Court within 14  
27 days of receiving the notice and accompanying information, the Receiving Party may  
28 produce the Non-Party’s confidential information responsive to the discovery request.

1 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce  
2 any information in its possession or control that is subject to the confidentiality  
3 agreement with the Non-Party before a determination by the Court. Absent a court  
4 order to the contrary, the Non-Party shall bear the burden and expense of seeking  
5 protection in this Court of its Protected Material.

6 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

15 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
16 PROTECTED MATERIAL

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

27 12. MISCELLANEOUS

28 12.1 Right to Further Relief. Nothing in this Order abridges the right of any

1 person to seek its modification by the Court in the future.

2           12.2 Right to Assert Other Objections. By stipulating to the entry of this  
3 Protective Order no Party waives any right it otherwise would have to object to  
4 disclosing or producing any information or item on any ground not addressed in this  
5 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
6 ground to use in evidence of any of the material covered by this Protective Order.

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

13 13. FINAL DISPOSITION

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

1 Protected Material. Any such archival copies that contain or constitute Protected  
2 Material remain subject to this Protective Order as set forth in Section 4 (DURATION).  
3 14. Any violation of this Order may be punished by any and all appropriate measures  
4 including, without limitation, contempt proceedings and/or monetary sanctions.

5  
6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

7  
8 DATED: April 6, 2018

Respectfully submitted,  
KIESEL LAW LLP

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11 By:           /s/ Helen Zukin          

Paul R. Kiesel  
Helen Zukin  
Jeffrey A. Koncius  
Melanie Meneses Palmer  
Cherisse Heidi A. Cleofe

Attorneys for Plaintiff  
Catherine Prater

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17  
18 DATED: April 6, 2018

DUANE MORRIS LLP

19  
20 By:           /s/ Ryan J. O’Neil          

J. Robert Renner  
Dana J. Ash  
J. Scott Kramer  
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Ryan J. O’Neil  
Katherine L. Nichols

Attorneys for Defendants  
Wright Medical Technology, Inc., and  
MicroPort Orthopedics, Inc.

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**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

DATED: April 11, 2018



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Hon. Karen L. Stevenson  
United States Magistrate Judge



EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

1 I, \_\_\_\_\_ [print or type full name], of  
2 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I  
3 have read in its entirety and understand the Stipulated Protective Order that was issued  
4 by the United States District Court for the Central District of California on  
5 \_\_\_\_\_ [date] in the case of *Catherine Prater v. Wright Medical*  
6 *Technology, Inc., et al.* Case No. 2:17-cv-03196-CAS (KSx). I agree to comply with  
7 and to be bound by all the terms of this Stipulated Protective Order and I understand  
8 and acknowledge that failure to so comply could expose me to sanctions and  
9 punishment in the nature of contempt. I solemnly promise that I will not disclose in any  
10 manner any information or item that is subject to this Stipulated Protective Order to any  
11 person or entity except in strict compliance with the provisions of this Order.

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

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

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

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

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