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13 Attorneys for Defendants Abbott Laboratories Inc.,
 14 ABBOTT LABORATORIES INC. DBA
 ABBOTT SALES, MARKETING & DISTRIBUTION CO., and
 15 ABBOTT LABORATORIES

16 **IN THE UNITED STATES DISTRICT COURT**
 17 **CENTRAL DISTRICT OF CALIFORNIA**

18 ANGEL SHAW
 Plaintiff
 19
 vs.
 20
 21 ABBOTT LABORATORIES INC.
 DOING BUSINESS IN
 22 CALIFORNIA AS ABBOTT SALES
 MARKETING & DISTRIBUTION
 23 CO., ABBOTT LABORATORIES
 INC., ABBOTT LABORATORIES
 24 INC. DBA ABBOTT NUTRITION and
 DOES 1 THROUGH 40, inclusive
 25 Defendants.

Case No. 2:17-cv-04783-SS

**STIPULATED PROTECTIVE
 ORDER**

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 27
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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
4 disclosure and from use for any purpose other than prosecuting this litigation
5 may be warranted. Accordingly, the parties hereby stipulate to and petition the
6 Court to enter the following Stipulated Protective Order. The parties
7 acknowledge that this Order does not confer blanket protections on all
8 disclosures or responses to discovery and that the protection it affords from
9 public disclosure and use extends only to the limited information or items that are
10 entitled to confidential treatment under the applicable legal principles.

11 B. GOOD CAUSE STATEMENT

12 This action is likely to involve trade secrets, including without limitation,
13 valuable research, development, commercial, financial, business, scientific,
14 economic, technical and other confidential and proprietary information for which
15 special protection from public disclosure and from use for any purpose other than
16 prosecution of this action is warranted. Such confidential and proprietary
17 materials and information generally consist of secret information because it is
18 neither known to, nor readily ascertainable by, another person, and which a party
19 has taken reasonable measure to maintain such secrecy, from which independent
20 economic value is derived. Such confidential and proprietary materials and
21 information may also be privileged or otherwise protected from disclosure under
22 state or federal statutes, court rules, case decisions, or common law. In addition,
23 it is likely that the parties will exchange confidential personal information
24 relating to the parties to this action and non-parties, such as financial information,
25 medical or health-related information, personnel or other employment records of
26 non-parties, and personal identifiers such as home addresses, telephone numbers,
27 and Social Security numbers. Other confidential information may be exchanged,
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1 including but not limited to, records pertaining to internal investigations, business
2 policies, procedures, and other records that contain non-public information, and
3 agreements, contracts, and proposals which could harm a party's competitive
4 interests and business. Accordingly, to expedite the flow of information, to
5 facilitate the prompt resolution of disputes over confidentiality of discovery
6 materials, to adequately protect information the parties are entitled to keep
7 confidential, to ensure that the parties are permitted reasonable necessary uses of
8 such material in preparation for and in the conduct of trial, to address their
9 handling at the end of the litigation, and serve the ends of justice, a protective
10 order for such information is justified in this matter. It is the intent of the parties
11 that information will not be designated as confidential for tactical reasons and
12 that nothing be so designated without a good faith belief that it has been
13 maintained in a confidential manner, and there is good cause why it should not be
14 part of the public record of this case.

15 C. ACKNOWLEDGMENT OF UNDER SEAL FILING
16 PROCEDURE

17 The parties further acknowledge, as set forth in Section 12.3, below, that
18 this Stipulated Protective Order does not entitle them to file confidential
19 information under seal; Local Civil Rule 79-5 sets forth the procedures that must
20 be followed and the standards that will be applied when a party seeks permission
21 from the court to file material under seal.

22 There is a strong presumption that the public has a right of access to
23 judicial proceedings and records in civil cases. In connection with non-
24 dispositive motions, good cause must be shown to support a filing under seal.
25 *See Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir.
26 2006), *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002),
27 *Makar-Welbon v. Sony Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999)
28 (even stipulated protective orders require good cause showing), and a specific

1 showing of good cause or compelling reasons with proper evidentiary support
2 and legal justification, must be made with respect to Protected Material that a
3 party seeks to file under seal. The parties' mere designation of Disclosure or
4 Discovery Material as CONFIDENTIAL does not—without the submission of
5 competent evidence by declaration, establishing that the material sought to be
6 filed under seal qualifies as confidential, privileged, or otherwise protectable—
7 constitute good cause.

8 Further, if a party requests sealing related to a dispositive motion or trial,
9 then compelling reasons, not only good cause, for the sealing must be shown, and
10 the relief sought shall be narrowly tailored to serve the specific interest to be
11 protected. See *Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir.
12 2010). For each item or type of information, document, or thing sought to be
13 filed or introduced under seal in connection with a dispositive motion or trial, the
14 party seeking protection must articulate compelling reasons, supported by
15 specific facts and legal justification, for the requested sealing order. Again,
16 competent evidence supporting the application to file documents under seal must
17 be provided by declaration.

18 Any document that is not confidential, privileged, or otherwise protectable
19 in its entirety shall not be filed under seal if the confidential portions can be
20 redacted. If documents can be redacted, then a redacted version for public
21 viewing, omitting only the confidential, privileged, or otherwise protectable
22 portions of the document, shall be filed. Any application that seeks to file
23 documents under seal in their entirety should include an explanation of why
24 redaction is not feasible.

25 2. DEFINITIONS

26 2.1. Action: This pending federal lawsuit.

27 2.2. Challenging Party: a Party or Non-Party that challenges the
28 designation of information or items under this Order.

- 1 2.3. "CONFIDENTIAL" Information or Items: information (regardless
2 of how it is generated, stored or maintained), documents, or tangible things that
3 qualify for protected under Federal Rule of Civil Procedure 26(c), and as
4 specified above in the Good Cause Statement. For purposes of this Order, the
5 term "document" or "documents" shall include, without limitation, all discovery
6 materials, declarations or affidavits, or other documents produced or provided in
7 the course of discovery.
- 8 2.4. Counsel: Outside Counsel of Record and House Counsel (as well as
9 their support staff).
- 10 2.5. Designating Party: a Party or Non-Party that designates information
11 or items that it produces in disclosures or in responses to discovery as
12 "CONFIDENTIAL."
- 13 2.6. Disclosure or Discovery Material: all items or information,
14 regardless of the medium or manner in which it is generated, stored, or
15 maintained (including, among other things, testimony, transcripts, and tangible
16 things), that are produced or generated in disclosures or responses to discovery in
17 this matter.
- 18 2.7. Expert: a person with specialized knowledge or experience in a
19 matter pertinent to the litigation who has been retained by a Party or its counsel
20 to serve as an expert witness or as a consultant in this Action.
- 21 2.8. House Counsel: attorneys who are employees of a party to this
22 Action. House Counsel does not include Outside Counsel of Record or any other
23 outside counsel.
- 24 2.9. Non-Party: any natural person, partnership, corporation, association
25 or other legal entity not named as a Party to this action.
- 26 2.10. Outside Counsel of Record: attorneys who are not employees of a
27 party to this Action but are retained to represent or advise a party to this Action
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1 and have appeared in this Action on behalf of that party or are affiliated with a
2 law firm that has appeared on behalf of that party, and includes support staff.

3 2.11. Party: any party to this Action, including all of its officers,
4 directors, employees, consultants, retained experts, and Outside Counsel of
5 Record (and their respective support staffs).

6 2.12. Producing Party: a Party or Non-Party that produces Disclosure or
7 Discovery Material in this Action.

8 2.13. Professional Vendors: persons or entities that provide litigation
9 support services (e.g., court reporting, photocopying, videotaping, translating,
10 preparing exhibits or demonstrations, and organizing, storing, or retrieving data
11 in any form or medium) and their employees and subcontractors.

12 2.14. Protected Material: any Disclosure or Discovery Material that is
13 designated as "CONFIDENTIAL."

14 2.15. Receiving Party: a Party that receives Disclosure or Discovery
15 Material from a Producing Party.

16 3. SCOPE

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

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

24 4. DURATION

25 Once a case proceeds to trial, information that was designated as
26 CONFIDENTIAL or maintained pursuant to this protective order used or
27 introduced as an exhibit at trial becomes public and will be presumptively
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1 available to all members of the public, including the press, unless compelling
2 reasons supported by specific factual findings to proceed otherwise are made to
3 the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81
4 (distinguishing "good cause" showing for sealing documents produced in
5 discovery from "compelling reasons" standard when merits-related documents
6 are part of court record). Accordingly, the terms of this protective order do not
7 extend beyond the commencement of the trial.

8 5. DESIGNATING PROTECTED MATERIAL

9 5.1. Exercise of Restraint and Care in Designating Material for
10 Protection. Each Party or Non-Party that designates information or items for
11 protection under this Order must take care to limit any such designation to
12 specific material that qualifies under the appropriate standards. The Designating
13 Party should designate for protection only those parts of material, documents,
14 items or oral or written communications that qualify so that other portions of the
15 material, documents, items or communications for which protection is not
16 warranted are not swept unjustifiably within the ambit of this Order.

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

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

26 5.2. Manner and Timing of Designations. Except as otherwise provided
27 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
28 stipulated or ordered, Disclosure or Discovery Material that qualifies for

1 protection under this Order must be clearly so designated before the material is
2 disclosed or produced.

3 Designation in conformity with this Order requires:

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

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

23 (b) for testimony given in depositions that the Designating Party
24 identifies before the close of the deposition all Protected Material or testimony
25 subject to this Order, or in writing within ten (10) business days after the receipt
26 of the transcript of the deposition, and all testimony shall be treated as
27 confidential until such deadline has passed.

28

1 (c) for information produced in some form other than
2 documentary and for any other tangible items, that the Producing Party affix in a
3 prominent place on the exterior of the container or containers in which the
4 information is stored the legend "CONFIDENTIAL." If only a portion or
5 portions of the information warrants protection, the Producing Party, to the extent
6 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
9 the Designating Party's right to secure protection under this Order for such
10 material. Upon timely correction of a designation, the Receiving Party must
11 make reasonable efforts to assure that the material is treated in accordance with
12 the provisions of this Order.

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
16 Scheduling 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. Joint Stipulation. Any challenge submitted to the Court shall be via a
20 joint stipulation pursuant to Local Rule 37-2.

21 6.4. The burden of persuasion in any such challenge proceeding shall be
22 on the Designating Party. Frivolous challenges, and those made for an improper
23 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
24 parties) may expose the Challenging Party to sanctions. Unless the Designating
25 Party has waived or withdrawn the confidentiality designation, all parties shall
26 continue to afford the material in question the level of protection to which it is
27 entitled under the Producing Party's designation until the Court rules on the
28 challenge.

1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1. Basic Principles. A Receiving Party may use Protected Material that
3 is disclosed or produced by another Party or by a Non-Party in connection with
4 this Action only for prosecuting, defending or attempting to settle this Action.
5 Such Protected Material may be disclosed only to the categories of persons and
6 under the conditions described in this Order. When the Action has been
7 terminated, a Receiving Party must comply with the provisions of Section 15
8 below (FINAL DISPOSITION).

9 Protected Material must be stored and maintained by a Receiving Party at a
10 location and in a secure manner that ensures that access is limited to the persons
11 authorized under this Order.

12 7.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless
13 otherwise ordered by the court or permitted in writing by the Designating Party, a
14 Receiving Party may disclose any information or item designated
15 "CONFIDENTIAL" only to:

16 (a) the Receiving Party's Outside Counsel of Record in this
17 Action, as well as employees of said Outside Counsel of Record to whom it is
18 reasonably necessary to disclose the information for this Action;

19 (b) the officers, directors, and employees (including House
20 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for
21 this Action;

22 (c) Experts (as defined in this Order) of the Receiving Party to
23 whom disclosure is reasonably necessary for this Action and who have signed the
24 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

25 (d) the court and its personnel;

26 (e) court reporters and their staff;

27 (f) professional jury or trial consultants, mock jurors, and
28 Professional Vendors to whom disclosure is reasonably necessary for this Action

1 and who have signed the "Acknowledgment and Agreement to Be Bound"
2 (Exhibit A);

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

6 (h) during their depositions, witnesses, and attorneys for
7 witnesses, in the Action to whom disclosure is reasonably necessary provided:

8 (1) the deposing party requests that the witness sign the form attached as Exhibit
9 A hereto; and (2) they will not be permitted to keep any confidential information
10 unless they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit
11 A), unless otherwise agreed by the Designating Party or ordered by the court.

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

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

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

21 If a Party is served with a subpoena or a court order issued in other
22 litigation that compels disclosure of any information or items designated in this
23 Action as "CONFIDENTIAL," that Party must:

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

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

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

3 (c) cooperate with respect to all reasonable procedures sought to
4 be pursued by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served
6 with the subpoena or court order shall not produce any information designated in
7 this action as "CONFIDENTIAL" before a determination by the court from
8 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
11 nothing in these provisions should be construed as authorizing or encouraging a
12 Receiving Party in this Action to disobey a lawful directive from another court.

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

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

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

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

28

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

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

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

15 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

24 11. INADVERTENT OR UNINTENTIONAL PRODUCTION OF
25 PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

26 When a Producing Party gives notice to Receiving Parties that certain
27 inadvertently produced material is subject to a claim of privilege or other
28 protection, the obligations of the Receiving Parties are those set forth in Federal

1 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
2 whatever procedure may be established in an e-discovery order that provides for
3 production without prior privilege review. Pursuant to Federal Rule of Evidence
4 502, any inadvertently disclosed or unintentionally produced material which is
5 subject to a claim of privilege or other protection shall in no way prejudice or
6 otherwise constitute a waiver of, or estoppel as to, any claim of attorney-client
7 privilege, work product, or any other privilege to which the Producing Party
8 would otherwise be entitled. If a claim of inadvertent disclosure or unintentional
9 production is made pursuant to this paragraph by the Producing Party with
10 respect to such material then in the custody of the Receiving Party, the Receiving
11 Party shall promptly return to the Producing Party that material as to which the
12 claim of inadvertent and/or unintentional disclosure or production has been made.
13 The Receiving Party may then move the Court for an order compelling
14 production of the material, but said motion shall not assert as a ground for
15 entering such an order the fact or circumstances of the inadvertent and/or
16 unintentional disclosure or production.

17 12. MISCELLANEOUS

18 12.1. Right to Further Relief. Nothing in this Order abridges the right of
19 any person to seek its modification by the Court in the future.

20 12.2. Right to Assert Other Objections. By stipulating to the entry of this
21 Protective Order, no Party waives any right it otherwise would have to object to
22 disclosing or producing any information or item on any ground not addressed in
23 this Stipulated Protective Order. Similarly, no Party waives any right to object
24 on any ground to use in evidence of any of the material covered by this Protective
25 Order.

26 12.3. Filing Protected Material. A Party that seeks to file under seal any
27 Protected Material must comply with Local Civil Rule 79-5. Protected Material
28 may only be filed under seal pursuant to a court order authorizing the sealing of

1 the specific Protected Material at issue. If a Party's request to file Protected
2 Material under seal is denied by the court, then the Receiving Party may file the
3 information in the public record unless otherwise instructed by the court.

4 13. FINAL DISPOSITION

5 After the final disposition of this Action, as defined in paragraph 4, within
6 60 days of a written request by the Designating Party, each Receiving Party must
7 return all Protected Material to the Producing Party or destroy such material. As
8 used in this subdivision, "all Protected Material" includes all copies, abstracts,
9 compilations, summaries, and any other format reproducing or capturing any of
10 the Protected Material. Whether the Protected Material is returned or destroyed,
11 the Receiving Party must submit a written certification to the Producing Party
12 (and, if not the same person or entity, to the Designating Party) by the 60-day
13 deadline that (1) identifies (by category, where appropriate) all the Protected
14 Material that was returned or destroyed and (2) affirms that the Receiving Party
15 has not retained any copies, abstracts, compilations, summaries or any other
16 format reproducing or capturing any of the Protected Material. Notwithstanding
17 this provision, Counsel are entitled to retain an archival copy of all pleadings,
18 motion papers, trial, deposition, and hearing transcripts, legal memoranda,
19 correspondence, deposition and trial exhibits, expert reports, attorney work
20 product, and consultant and expert work product, even if such materials contain
21 Protected Material. Any such archival copies that contain or constitute Protected
22 Material remain subject to this Protective Order as set forth in Section 4
23 (DURATION).

24 Further, with respect to Electronically Stored Information ("ESI"), the
25 parties' counsel shall make reasonable efforts to remove such ESI from counsel's
26 active systems, including active email servers, active document management
27 systems, and active litigation support databases. The parties' counsel will not be
28 required, however, to remove such ESI from any backup or disaster recovery

1 systems, or from any other source which is not reasonably accessible because of
2 undue burden or cost. Any such ESI that contains or constitutes Protected
3 Material remains subject to this Protective Order.

4 14. VIOLATION

5 Any violation of this Order may be punished by appropriate measures
6 including, without limitation, contempt proceedings and/or monetary sanctions.

7 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

8 DATED: December 6, 2017

/s/ Janet G. Martin
One of Her Attorneys

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14 DATED: December 6, 2017

/s/ Harleen Kaur
One of Their Attorneys

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Attorneys for Defendant

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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 _____, 201____, in the case of Angel Shaw vs. Abbott Laboratories Inc., et al. 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: _____