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ROSEN ♦ SABA, LLP

9350 Wilshire Boulevard, Suite 250, Beverly Hills, CA 90212

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

SKYE ORTHOBIOLOGICS, LLC, a
Delaware Limited Liability Company,
HUMAN REGENERATIVE
TECHNOLOGIES, LLC, a Delaware
Limited Liability Company,

Plaintiffs,

v.

CTM BIOMEDICAL, LLC, a
Delaware Limited Liability
Corporation; BRYAN BANMAN, an
individual; VETERANS MEDICAL
DISTRIBUTORS, INC.; a Florida
Corporation; GARDNER ROGERS,
an individual; MIKE STUMPE, an
individual; PABLO SEOANE aka
PAUL SEOANE, an individual; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 2:20-cv-03444-DMG-PVCx

**STIPULATION AND PROTECTIVE
ORDER**



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1 **IT IS HEREBY STIPULATED** by and between the parties to *Skye*
2 *Orthobiologics, LLC, et al. v. CTM Biomedical, LLC, et al.* Unites States District Court for
3 the Central District of California Case Number CV 20-3444-DMG (PVCx), Plaintiff
4 SKYE ORTHOBIOLOGICS, LLC (“Skye”) and Plaintiff HUMAN REGENERATIVE
5 TECHONOLOGIES, LLC (“HRT”) (Plaintiffs collectively as “Plaintiffs”); and Defendant
6 CTM BIOMEDICAL, LLC (“CTM”), Defendant BRYAN BANMAN (“Banman”),
7 Defendant VETERANS MEDICAL DISTRIBUTORS, INC. (“VMD”), Defendant
8 GARDNER ROGERS (“Rogers”), Defendant MIKE STUMPE (“Stumpe”), and
9 Defendant PABLO SEOANE aka PAUL SEOANE (“Seoane”) (Defendants collectively
10 as “Defendants”) (all parties collectively as “Parties”), by and through their respective
11 counsel of record, that in order to facilitate the exchange of information and documents
12 which may be subject to confidentiality limitations on disclosure due to federal laws, state
13 laws, and privacy rights, the Parties stipulate as follows.

14 1. Discovery in this action is likely to involve production of confidential,
15 proprietary, or private information for which special protection from public disclosure and
16 from use for any purpose other than prosecuting this litigation may be warranted.
17 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
18 Stipulated Protective Order. The parties acknowledge that this Order does not confer
19 blanket protections on all disclosures or responses to discovery and that the protection it
20 affords from public disclosure and use extends only to the limited information or items that
21 are entitled to confidential treatment under the applicable legal principles. The parties
22 further acknowledge, as set forth below, that this Stipulated Protective Order does not
23 entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the
24 procedures that must be followed and the standards that will be applied when a party seeks
25 permission from the court to file material under seal.

26 2. There is good cause for entry of a pretrial protective order because the nature
27 of this action involves highly confidential and confidential trade secrets, private financial
28 information and confidential business information. The specific examples of confidential



1 information are set forth below in the definitions of Confidential Materials and Highly
2 Confidential Materials.

3 3. In this Stipulation and Protective Order, the words set forth below shall have
4 the following meanings:

5 a. "Proceeding" means *Skye Orthobiologics, LLC, et al. v. CTM*
6 *Biomedical, LLC, et al.* Unites States District Court for the Central District of California
7 Case Number CV 20-3444-DMG (PVCx).

8 b. "Court" means the Hon. Dolly M. Gee, or any other District or
9 Magistrate judge to which this Proceeding may be assigned, including Court staff
10 participating in such proceedings.

11 c. "Confidential Materials" means any Documents, Testimony, or
12 Information designated as "Confidential" pursuant to the provisions of this Stipulation and
13 Protective Order that the Designating Party believes in good faith contains non-public,
14 confidential matter that could cause competitive or financial harm to the Designating Party,
15 or that could invade the privacy interests of a third-party, if disclosed publicly or used for
16 purposes outside of this Proceeding.

17 d. "Highly Confidential Materials" means any Documents, Testimony,
18 or Information designated as "Highly Confidential" pursuant to the terms of this
19 Stipulation and Protective Order that the Designating Party believes in good faith contains
20 non-public, highly-confidential matter that has the potential to create a substantial risk of
21 serious competitive or financial harm to the Designating Party, or that could invade the
22 privacy interests of a third-party, if disclosed to another party to this Proceeding, and for
23 which less restrictive means do not provide adequate protection. By way of example,
24 "Highly Confidential Materials" might include, subject to the standard set forth in this
25 paragraph, the following types of information: confidential trade knowledge; confidential
26 product formulations; confidential product ingredients; confidential manufacturing
27 processes; confidential sources of supply; confidential names of vendors; confidential
28 names of customers; confidential names of sales force/independent contractors;



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1 confidential names of advisors and consultants; confidential pricing; confidential
 2 compensation information for employees or representatives; confidential ownership
 3 information; representative commission rates; margins, revenue numbers, expenses, other
 4 non-public, confidential company internal financial information; confidential
 5 development, research, or studies of current or future products; confidential internal
 6 marketing materials; confidential internal sales force education; confidential data and
 7 training; and confidential communications with the United States Federal Drug and Food
 8 Administration. Under certain circumstances, a Receiving Party may request a Designating
 9 Party to provide an exception to any designation of Highly Confidential Materials to allow
 10 a Receiving Party to review the Documents, Testimony, or Information for a limited, but
 11 reasonable, time period, if such designation of Highly Confidential Materials makes it
 12 impracticable to prosecute or defend the litigation. Upon such a request, counsel shall meet
 13 and confer within seven days. If an agreement cannot be reached, the parties must present
 14 the dispute to the Court in the form of a Joint Stipulation as provided in Local Rule 37-2.
 15 The Court shall resolve this dispute using the following standard: “Has good cause been
 16 shown for the disclosure of “Highly Confidential” materials to a person not otherwise
 17 permitted access to such information?” The Court shall reach its decision on the basis of
 18 all the practical circumstances of the particular document, testimony or information at
 19 issue.

20 This “good cause” standard, which applies when a Receiving Party does not
 21 challenge the general propriety of a “Highly Confidential” designation but seeks instead a
 22 limited exception to allow the party to disclose “Highly Confidential” materials to a person
 23 who would not otherwise be permitted access for a limited period, does not apply to
 24 designation challenges where the Receiving Party contends that a document has been
 25 improperly identified as “Highly Confidential” because it does not fall within the definition
 26 of “Highly Confidential” materials as provided in the stipulated protective order. In any
 27 such disputes, the parties shall strictly comply with the procedures set forth in Local Rule
 28 37.



1 e. “Designating Party” means the Party or Non-Party that designates
2 Documents, Testimony, or Information, as defined below, as “Confidential” or “Highly
3 Confidential.”

4 f. “Disclose” or “Disclosed” or “Disclosure” means to reveal, divulge,
5 give, or make available Materials, or any part thereof, or any information contained therein.

6 g. “Documents” means (i) any of the items identified in Federal Rule of
7 Civil Procedure 34(a), which have been produced in discovery in this Proceeding by any
8 person or entity (ii) any “Writing,” “Original,” and “Duplicate,” as those terms are defined
9 by Federal Rules of Evidence Sections 1001, 1002, 1003, and 1004, which have been
10 produced in discovery in this Proceeding by any person or entity, and (iii) any copies,
11 reproductions, or summaries of all or any part of the foregoing.

12 h. “Information” means the content of Documents, Testimony, or
13 interrogatory or request for admissions responses.

14 i. “Receiving Party” means the Party who receives Documents, Testimony
15 or Information in discovery designated as “Confidential” or “Highly Confidential.”

16 j. “Testimony” means all depositions, declarations, or other testimony
17 taken or used in this Proceeding.

18 4. The entry of this Stipulation and Protective Order does not alter, waive,
19 modify, or abridge any right, privilege, or protection otherwise available to any Party with
20 respect to the discovery of matters, including but not limited to any Party’s right to assert
21 the attorney-client privilege, the attorney work product doctrine, or other privileges, or any
22 Party’s right to contest any such assertion.

23 5. Any Documents, Testimony, or Information to be designated as
24 “Confidential” or “Highly Confidential” must be clearly so designated. The “Confidential”
25 or “Highly Confidential” designation should not obscure or interfere with the legibility of
26 the designated Information. A Designating Party may apply different designations to
27 Information for different parties (e.g., Information may be marked “Highly Confidential”
28 for everyone except a single person to which the designation may be “Confidential”).



1 Alternatively, a Designating Party may designate Information as “Highly Confidential,”
2 but provide an exception to a particular person or Party to allow that person or Party to
3 review the Information.

4 a. For Documents (apart from transcripts of depositions or other pretrial
5 or trial proceedings), the Designating Party must affix the legend “Confidential” or
6 “Highly Confidential” on each page of any Document containing such designated material.

7 b. For Testimony given in depositions the Designating Party may either:
8 i. identify on the record, before the close of the deposition, all
9 “Confidential” or “Highly Confidential” Testimony, by specifying all portions of the
10 Testimony that qualify as “Confidential” or “Highly Confidential;” or

11 ii. designate the entirety of the Testimony at the deposition as
12 “Confidential” or “Highly Confidential” (before the deposition is concluded) with the right
13 to identify more specific portions of the Testimony as to which protection is sought within
14 30 days following receipt of the deposition transcript. In circumstances where portions of
15 the deposition Testimony are designated for protection, the transcript pages containing
16 “Confidential” or “Highly Confidential” Information may be separately bound by the court
17 reporter, who must affix to the top of each page the legend “Confidential” or “Highly
18 Confidential,” as instructed by the Designating Party.

19 c. For Information produced in some form other than Documents, and
20 for any other tangible items, including, without limitation, compact discs or DVDs, the
21 Designating Party must affix in a prominent place on the exterior of the container or
22 containers in which the Information or item is stored the legend “Confidential” or “Highly
23 Confidential.” If only portions of the Information or item warrant protection, the
24 Designating Party, to the extent practicable, shall identify the “Confidential” or “Highly
25 Confidential” portions.

26 6. The inadvertent production by any of the undersigned Parties or non-Parties
27 to the Proceedings of any Document, Testimony, or Information during discovery in this
28 Proceeding without a “Confidential” or “Highly Confidential” designation, shall be



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1 without prejudice to any claim that such item is “Confidential” or “Highly Confidential”
2 and such Party shall not be held to have waived any rights by such inadvertent production.
3 In the event that any Document, Testimony, or Information that is subject to a
4 “Confidential” or “Highly Confidential” designation is inadvertently produced without
5 such designation, the Party that inadvertently produced the document shall give written
6 notice of such inadvertent production within five (5) business days of discovery of the
7 inadvertent production, together with a further copy of the subject Document, Testimony,
8 or Information designated as “Confidential” or “Highly Confidential” (the “Inadvertent
9 Production Notice”). Upon receipt of such Inadvertent Production Notice, the Party that
10 received the inadvertently produced Document, Testimony, or Information shall promptly
11 destroy the inadvertently produced Document, Testimony, or Information and all copies
12 thereof, or, at the expense of the producing Party, return such together with all copies of
13 such Document, Testimony or Information to counsel for the producing Party and shall
14 retain only the “Confidential” or “Highly Confidential” materials. Should the receiving
15 Party choose to destroy such inadvertently produced Document, Testimony, or
16 Information, the receiving Party shall notify the producing Party in writing of such
17 destruction within five (5) business days of receipt of written notice of the inadvertent
18 production. This provision is not intended to apply to any inadvertent production of any
19 Document, Testimony, or Information protected by attorney-client or work product
20 privileges. In the event that this provision conflicts with any applicable law regarding
21 waiver of confidentiality through the inadvertent production of Documents, Testimony or
22 Information, such law shall govern.

23 7. In the event that counsel for a Party receiving Documents, Testimony or
24 Information in discovery designated as “Confidential” or “Highly Confidential” objects to
25 such designation with respect to any or all of such items, said counsel shall advise counsel
26 for the Designating Party, in writing, of such objections, the specific Documents,
27 Testimony or Information to which each objection pertains, and the specific reasons and
28 support for such objections (the “Designation Objections”). Counsel for the Designating



1 Party shall have twenty (20) days from receipt of the written Designation Objections to
 2 either (a) agree in writing to de-designate Documents, Testimony, or Information pursuant
 3 to any or all of the Designation Objections and/or (b) seek court intervention, in accordance
 4 with District Judge’s and Magistrate Judge’s rules, to uphold any or all designations on
 5 Documents, Testimony, or Information addressed by the Designation Objections (the
 6 “Designation Motion”). Pending a resolution of the Designation Motion by the Court, any
 7 and all existing designations on the Documents, Testimony, or Information at issue in such
 8 Motion shall remain in place. The Designating Party shall have the burden on any
 9 Designation Motion of establishing the applicability of its “Confidential” or “Highly
 10 Confidential” designation. In the event that the Designation Objections are neither timely
 11 agreed to nor timely addressed in the Designation Motion, then such Documents,
 12 Testimony, or Information shall be de-designated in accordance with the Designation
 13 Objection applicable to such material.

14 8. Access to and/or Disclosure of Confidential Materials shall be permitted only
 15 to the following persons or entities:

- 16 a. the Court;
- 17 b. (1) Attorneys of record in the Proceeding and their affiliated
 18 attorneys, paralegals, clerical and secretarial staff employed by such attorneys who are
 19 actively involved in the Proceeding and are not employees of any Party; (2) In-house
 20 counsel to the undersigned Parties and the paralegal, clerical and secretarial staff employed
 21 by such counsel. Provided, however, that each non-lawyer given access to Confidential
 22 Materials shall be advised that such materials are being Disclosed pursuant to, and are
 23 subject to, the terms of this Stipulation and Protective Order and that they may not be
 24 Disclosed other than pursuant to its terms;
- 25 c. those officers, directors, partners, members, and employees of all non-
 26 designating Parties that counsel for such Parties deems necessary to aid counsel in the
 27 prosecution and defense of this Proceeding; provided, however, that prior to the Disclosure
 28 of Confidential Materials to any such officer, director, partner, member, employee or agent,



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1 counsel for the Party making the Disclosure shall deliver a copy of this Stipulation and
2 Protective Order to such person, shall explain that such person is bound to follow the terms
3 of such Order, and shall secure the signature of such person on a statement in the form
4 attached hereto as Exhibit A;

5 d. court reporters in this Proceeding (whether at depositions, hearings,
6 or any other proceeding);

7 e. any deposition, trial, or hearing witness in the Proceeding who
8 authored or previously received the Confidential Materials; provided, however, that such
9 witnesses may not be permitted to retain a copy of the Confidential Information.

10 f. an officer, director, partner, or member of the Designating Party;;

11 g. a deposition, trial, or hearing witness in the Proceeding who did not
12 author or previously receive the Confidential Materials, provided that: (1) disclosure to
13 such witness is necessary for the prosecution or defense of this case; (2) the witness signs
14 Exhibit A hereto; and (3) such witness may not be permitted to retain a copy of the
15 Confidential Information.

16 mock jury participants, provided, however, that prior to the Disclosure of
17 Confidential Materials to any such mock jury participant, counsel for the Party making the
18 Disclosure shall deliver a copy of this Stipulation and Protective Order to such person,
19 shall explain that such person is bound to follow the terms of such Order, and shall secure
20 the signature of such person on a statement in the form attached hereto as Exhibit A.

21 h. outside experts or expert consultants consulted by the Parties or their
22 counsel in connection with the Proceeding, whether or not retained to testify at any oral
23 hearing; provided, however, that prior to the Disclosure of Confidential Materials to any
24 such expert or expert consultant, counsel for the Party making the Disclosure shall deliver
25 a copy of this Stipulation and Protective Order to such person, shall explain its terms to
26 such person, and shall secure the signature of such person on a statement in the form
27 attached hereto as Exhibit A. It shall be the obligation of counsel, upon learning of any
28 breach or threatened breach of this Stipulation and Protective Order by any such expert or



1 expert consultant, to promptly notify counsel for the Designating Party of such breach or
2 threatened breach;

3 i. a mediator jointly hired by the Parties to mediate any issue in this
4 Proceeding; and

5 j. any other person or entity that the Designating Party agrees to in
6 writing.

7 9. Access to and/or Disclosure of Highly Confidential Materials shall be
8 permitted only to the following persons or entities:

9 a. Trial Counsel for the Parties, their partners and associates, and staff
10 and supporting personnel of such attorneys, such as paralegal assistants, secretarial,
11 stenographic and clerical employees and contractors, and outside copying services, who
12 are working on this Proceeding (or any further proceedings herein) under the direction of
13 such attorneys and to whom it is necessary that the Highly Confidential Materials be
14 Disclosed for purposes of this Proceeding. Such employees, assistants, contractors and
15 agents to whom such access is permitted and/or Disclosure is made shall, prior to such
16 access or Disclosure, be advised of, and become subject to, the provisions of this Protective
17 Order. "Trial Counsel," for purposes of this Paragraph, shall mean outside counsel of
18 record in this Proceeding and shall not include in-house counsel to the undersigned Parties
19 and the paralegal, clerical and secretarial staff employed by such in-house counsel;

20 b. outside experts or expert consultants consulted by the undersigned
21 Parties or their counsel in connection with the Proceeding, whether or not retained to testify
22 at any oral hearing; provided, however, that prior to the Disclosure of Highly Confidential
23 Materials to any such expert or expert consultant, counsel for the Party making the
24 Disclosure shall deliver a copy of this Stipulation and Protective Order to such person,
25 shall explain its terms to such person, and shall secure the signature of such person on a
26 statement in the form attached hereto as Exhibit A prior to the Disclosure of Highly
27 Confidential Materials. It shall be the obligation of Trial Counsel, upon learning of any
28 breach or threatened breach of this Stipulation and Protective Order by any such expert or



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1 expert consultant, to promptly notify Trial Counsel for the Designating Party of such
2 breach or threatened breach;

3 c. any deposition, trial, or hearing witness in the Proceeding who
4 authored or previously received the Highly Confidential Information; provided, however,
5 that such witnesses may not be permitted to retain a copy of the Highly Confidential
6 Information.

7 d. court reporters in this Proceeding (whether at depositions, hearings,
8 or any other proceeding); and

9 e. the Court.

10 10. Confidential Materials and Highly Confidential Materials shall be used by
11 the persons or entities receiving them only for the purposes of preparing for, conducting,
12 participating in the conduct of, and/or prosecuting and/or defending the Proceeding, and
13 not for any business or other purpose whatsoever.

14 11. Any Party to the Proceeding (or other person subject to the terms of this
15 Stipulation and Protective Order) may ask the Court, after appropriate notice to the other
16 Parties to the Proceeding, to modify or grant relief from any provision of this Stipulation
17 and Protective Order.

18 12. Entering into, agreeing to, and/or complying with the terms of this
19 Stipulation and Protective Order shall not:

20 a. operate as an admission by any person that any particular Document,
21 Testimony, or Information marked “Confidential” or “Highly Confidential” contains or
22 reflects trade secrets, proprietary, confidential or competitively sensitive business,
23 commercial, financial or personal information; or

24 b. prejudice in any way the right of any Party (or any other person
25 subject to the terms of this Stipulation and Protective Order):

26 i. to seek a determination by the Court of whether any particular
27 Confidential Materials or Highly Confidential Materials should be subject to protection
28 under the terms of this Stipulation and Protective Order; or



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1 ii. to seek relief from the Court on appropriate notice to all other
2 Parties to the Proceeding from any provision(s) of this Stipulation and Protective Order,
3 either generally or as to any particular Document, Material or Information.

4 13. Any Party to the Proceeding who has not executed this Stipulation and
5 Protective Order as of the time it is presented to the Court for signature may thereafter
6 become a Party to this Stipulation and Protective Order by its counsel’s signing and dating
7 a copy thereof and filing the same with the Court, and serving copies of such signed and
8 dated copy upon the other Parties to this Stipulation and Protective Order.

9 14. Any Information that may be produced by a non-Party witness in discovery
10 in the Proceeding pursuant to subpoena or otherwise may be designated by such non-Party
11 or by a Party as “Confidential” or “Highly Confidential” under the terms of this Stipulation
12 and Protective Order, and any such designation by a non-Party or a Party shall have the
13 same force and effect, and create the same duties and obligations, as if made by one of the
14 Parties with respect to any Information produced by a Party. Any such designation shall
15 also function as consent by such producing non-Party to the authority of the Court in the
16 Proceeding to resolve and conclusively determine any motion or other application made
17 by any person or Party with respect to such designation, or any other matter otherwise
18 arising under this Stipulation and Protective Order.

19 15. If any person subject to this Stipulation and Protective Order who has
20 custody of any Confidential Materials or Highly Confidential Materials receives a
21 subpoena or other process (“Subpoena”) from any government or other person or entity
22 demanding production of such materials, the recipient of the Subpoena shall promptly give
23 notice of the same by electronic mail transmission, followed by either express mail or
24 overnight delivery to counsel of record for the Designating Party, and shall furnish such
25 counsel with a copy of the Subpoena. Upon receipt of this notice, the Designating Party
26 may, in its sole discretion and at its own cost, move to quash or limit the Subpoena,
27 otherwise oppose production of the Confidential Materials or Highly Confidential
28 Materials, and/or seek to obtain confidential treatment of such materials from the



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1 subpoenaing person or entity to the fullest extent available under law. The recipient of the
2 Subpoena may not produce any Confidential Materials or Highly Confidential Materials
3 pursuant to the Subpoena prior to the date specified for production on the Subpoena.

4 16. Nothing in this Stipulation and Protective Order shall be construed to
5 preclude either Party from asserting in good faith that certain Confidential Materials or
6 Highly Confidential Materials require additional protection. The Parties shall meet and
7 confer to agree upon the terms of such additional protection.

8 17. If, after execution of this Stipulation and Protective Order, any Confidential
9 Materials or Highly Confidential Materials submitted by a Designating Party under the
10 terms of this Stipulation and Protective Order is Disclosed by a non-Designating Party to
11 any person other than in the manner authorized by this Stipulation and Protective Order,
12 the non-Designating Party responsible for the Disclosure shall bring all pertinent facts
13 relating to the Disclosure of such Confidential Materials or Highly Confidential Materials
14 to the immediate attention of the Designating Party.

15 18. This Stipulation and Protective Order is entered into without prejudice to the
16 right of any Party to knowingly waive the applicability of this Stipulation and Protective
17 Order to any Confidential Materials or Highly Confidential Materials designated by that
18 Party. If the Designating Party uses Confidential Materials or Highly Confidential
19 Materials in a non-Confidential manner, then the Designating Party shall advise that the
20 designation no longer applies.

21 19. Where any Confidential Materials or Highly Confidential Materials, or
22 Information derived therefrom, is included in any motion or other proceeding governed by
23 the Federal Rules of Civil Procedure, rule 5.2(d)-(g), and United States District Court for
24 the Central District of California Local Rules 79-5, the Parties and any involved non-party
25 shall follow those rules. Confidential Materials or Highly Confidential Materials may only
26 be filed under seal pursuant to a court order authorizing the sealing of the specific
27 Confidential Materials or Highly Confidential Materials at issue. If a Party's request to file
28 Confidential Materials or Highly Confidential Materials under seal is denied by the court,



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1 then the Receiving Party may file the information in the public record unless otherwise
2 instructed by the court. With respect to discovery motions or other proceedings not
3 governed by Federal Rules of Civil Procedure, rule 5.2(d)-(g), and United States District
4 Court for the Central District of California Local Rules 79-5, the following shall apply: If
5 Confidential Materials, Highly Confidential Materials, or Information derived therefrom
6 are submitted to or otherwise disclosed to the Court in connection with any Court filings,
7 submissions, or proceedings, the same shall be separately filed under seal in accordance
8 with the Local Rules for the Central District of California and the Individual Rules of the
9 District Judge and Magistrate Judge presiding over this Proceeding.

10 20. The Parties shall meet and confer regarding the procedures for use of any
11 Confidential Materials or Highly Confidential Materials at trial and shall move the Court
12 for entry of an appropriate order.

13 21. Nothing in this Stipulation and Protective Order shall affect the admissibility
14 into evidence of Confidential Materials or Highly Confidential Materials, or abridge the
15 rights of any person to seek judicial review or to pursue other appropriate judicial action
16 with respect to any ruling made by the Court concerning the issue of the status of any
17 Confidential Materials or Highly Confidential Materials.

18 22. This Stipulation and Protective Order shall continue to be binding after the
19 conclusion of this Proceeding and all subsequent proceedings arising from this Proceeding,
20 except that a Party may seek the written permission of the Designating Party or may move
21 the Court for relief from the provisions of this Stipulation and Protective Order. To the
22 extent permitted by law, the Court shall retain jurisdiction to enforce, modify, or reconsider
23 this Stipulation and Protective Order, even after the Proceeding is terminated.

24 23. Upon written request made within thirty (30) days after the settlement or
25 other termination of the Proceeding, the undersigned Parties shall have thirty (30) days to
26 either (a) promptly return to counsel for each Designating Party all Confidential Materials
27 and Highly Confidential Materials, and all copies thereof (except that counsel for each
28 Party may maintain in its files, in continuing compliance with the terms of this Stipulation



1 and Protective Order, all work product, and one copy of each pleading filed with the Court,
2 and one copy of each deposition together with the exhibits marked at the deposition), (b)
3 agree with counsel for the Designating Party upon appropriate methods and certification
4 of destruction or other disposition of such materials, or (c) as to any Documents,
5 Testimony, or other Information not addressed by sub-paragraphs (a) and (b), file a motion
6 seeking a Court order regarding proper preservation of such Materials. To the extent
7 permitted by law the Court shall retain continuing jurisdiction to review and rule upon the
8 motion referred to in sub-paragraph (c) herein.

9 24. After this Stipulation and Protective Order has been signed by counsel for all
10 Parties, it shall be presented to the Court for entry. Counsel agree to be bound by the terms
11 set forth herein with regard to any Confidential Materials or Highly Confidential Materials
12 that have been produced before the Court signs this Stipulation and Protective Order.

13 25. The Parties and all signatories to the Certification attached hereto as Exhibit
14 A agree to be bound by this Stipulation and Protective Order pending its approval and entry
15 by the Court. In the event that the Court modifies this Stipulation and Protective Order, or
16 in the event that the Court enters a different Protective Order, the Parties agree to be bound
17 by this Stipulation and Protective Order until such time as the Court may enter such a
18 different Order. It is the Parties' intent to be bound by the terms of this Stipulation and
19 Protective Order pending its entry so as to allow for immediate production of Confidential
20 Materials and Highly Confidential Materials under the terms herein.



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26. Any willful violation of this Protective Order may be punished by civil or criminal contempt proceedings, financial or evidentiary sanctions, reference to disciplinary authorities, or other appropriate action at the discretion of the Court.

This Stipulation and Protective Order may be executed in counterparts.

GOOD CAUSE APPEARING, the Court hereby approves this Stipulation and Protective Order.

IT IS SO ORDERED.

DATED: September 7, 2021



HON. PEDRO V. CASTILLO
UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

CERTIFICATION RE CONFIDENTIAL DISCOVERY MATERIALS

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I hereby acknowledge that I, _____ [NAME],

[POSITION AND EMPLOYER], am about to receive Confidential Materials and/or Highly Confidential Materials supplied in connection with the Proceeding, *Skye Orthobiologics, LLC, et al. v. CTM Biomedical, LLC, et al.* Unites States District Court for the Central District of California Case Number CV 20-3444-DMG (PVCx). I certify that I understand that the Confidential Materials and/or Highly Confidential Materials are provided to me subject to the terms and restrictions of the Stipulation and Protective Order filed in this Proceeding. I have been given a copy of the Stipulation and Protective Order; I have read it, and I agree to be bound by its terms.

I understand that the Confidential Materials and Highly Confidential Materials, as defined in the Stipulation and Protective Order, including any notes or other records that may be made regarding any such materials, shall not be Disclosed to anyone except as expressly permitted by the Stipulation and Protective Order. I will not copy or use, except solely for the purposes of this Proceeding, any Confidential Materials or Highly Confidential Materials obtained pursuant to this Stipulation and Protective Order, except as provided therein or otherwise ordered by the Court in the Proceeding.

I further understand that I am to retain all copies of all Confidential Materials and Highly Confidential Materials provided to me in the Proceeding in a secure manner, and that all copies of such materials are to remain in my personal custody until termination of my participation in this Proceeding, whereupon the copies of such materials will be returned to counsel who provided me with such materials.

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I declare under penalty of perjury, under the laws of the United States of America,
that the foregoing is true and correct. Executed this ____ day of _____, 20____,
at _____.

DATED: _____ BY: _____

Signature

Title

Address

City, State, Zip

Telephone Number

ROSEN ♦ SABA, LLP

9350 Wilshire Boulevard, Suite 250, Beverly Hills, CA 90212

