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28 UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

19 JANICE SCHWARTZ
 20 Plaintiff,
 21 v.
 22 WRIGHT MEDICAL TECHNOLOGY,
 23 INC., and WRIGHT MEDICAL GROUP,
 24 INC.; DOES 1-10, inclusive
 25 Defendants.

Case No.: EDCV14-1615 JGB(SPx)
 The Hon. Jesus G. Bernal

**STIPULATED PROTECTIVE
 ORDER**

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve the 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
6 following Stipulated Protective Order. The parties acknowledge that this Order does
7 not confer blanket protections on all disclosures or responses to discovery and that the
8 protection it affords from public disclosure and use extends only to the limited
9 information or items that are entitled to confidential treatment under the applicable
10 information or items that are entitled to confidential treatment under the applicable
11 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
12 that this Stipulated Protective Order does not entitle them to file confidential
13 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
14 followed and the standards that will be applied when a party seeks permission from
15 the court to file material under seal.

15 B. GOOD CAUSE STATEMENT

16 This action is likely to involve sensitive medical information, proprietary
17 design, manufacturing, and testing information, trade secrets, customer and pricing
18 lists, and other valuable research, development, commercial, financial, technical
19 and/or proprietary information for which special protection from public disclosure and
20 from use for any purpose other than prosecution of this action is warranted. Such
21 confidential and proprietary materials and information consist of, among other things,
22 the personal records and medical records of Plaintiff Janice Schwartz, proprietary and
23 confidential information relating to the design, manufacture, and testing of Wright
24 Medical's medical devices, Wright Medical's confidential business and financial
25 information, information regarding Wright Medical's confidential business and
26 marketing practices, other confidential research, development, or commercial
27 information (including information implicating privacy rights of third parties),
28

1 information otherwise generally unavailable to the public, and/or information that may
2 be privileged or otherwise protected from disclosure under state or federal statutes,
3 court rules, case decisions, or common law. Accordingly, to expedite the flow of
4 information, to facilitate the prompt resolution of disputes over confidentiality of
5 discovery materials, to adequately protect information the parties are entitled to keep
6 confidential, to ensure that the parties are permitted reasonable necessary uses of such
7 material in preparation for and in the conduct of trial, to address their handling at the
8 end of the litigation, and to serve the ends of justice, a protective order for such
9 information is justified in this matter. It is the intent of the parties that information
10 will not be designated as confidential for tactical reasons and that nothing be so
11 designated without a good faith belief that it has been maintained in a confidential,
12 non-public manner, and there is good cause why it should not be part of the public
13 record of this case.

14 2. DEFINITIONS

15 2.1 Action: this pending federal lawsuit.

16 2.2 Challenging Party: a Party or Non-Party that challenges the
17 designation of information or items under this Order.

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

22 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
23 support staff).

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

28 2.6 Disclosure or Discovery Material: all items or information, regardless of

1 the medium or manner in which it is generated, stored, or maintained (including, among
2 other things, testimony, transcripts, and tangible things), that are produced or generated
3 in disclosures or responses to discovery in this matter.

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

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

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

15 2.10 Non-Party: any natural person, partnership, corporation, association, or
16 other legal entity not named as a Party to this action.

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

21 2.12 Party: any party to this Action, including Janice Schwartz, Wright
22 Medical, and all of Wright Medical’s officers, directors, employees, consultants,
23 retained experts, and House Counsel (and their support staffs).

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

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

1 their employees and subcontractors.

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

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

7 3. SCOPE

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

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

15 4. DURATION

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

23 5. DESIGNATING PROTECTED MATERIAL

24 5.1 Exercise of Restraint and Care in Designating Material for Protection.
25 Each Party or Non-Party that designates information or items for protection under this
26 Order must take care to limit any such designation to specific material that qualifies
27 under the appropriate standards. The Designating Party must designate for protection
28 only those parts of material, documents, items, or oral or written communications that

1 qualify so that other portions of the material, documents, items, or communications for
2 which protection is not warranted are not swept unjustifiably within the ambit of this
3 Order.

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

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

12 5.2 Manner and Timing of Designations. Except as otherwise provided in
13 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
14 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
15 under this Order must be clearly so designated before the material is disclosed or
16 produced.

17 Designation in conformity with this Order requires:

18 (a) for information in documentary form (e.g., paper or electronic
19 documents, but excluding transcripts of depositions or other pretrial or trial
20 proceedings), that the Producing Party affix at a minimum, the legend
21 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), or the legend
22 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" (hereinafter
23 "ATTORNEYS' EYES ONLY legend") to each page that contains protected
24 material. If only a portion or portions of the material on a page qualifies for
25 protection, the Producing Party also must clearly identify the protected portion(s)
26 (e.g., by making appropriate markings in the margins).

27 A Party or Non-Party that makes original documents available for
28 inspection need not designate them for protection until after the inspecting Party has

1 indicated which documents it would like copied and produced. During the inspection
2 and before the designation, all of the material made available for inspection shall be
3 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
4 inspecting Party has identified the documents it wants copied and produced, the
5 Producing Party must determine which documents, or portions thereof, qualify for
6 protection under this Order. Then, before producing the specified documents, the
7 Producing Party must affix the “CONFIDENTIAL legend” or “ATTORNEYS’
8 EYES ONLY legend” to each page that contains Protected Material. If only a portion
9 or portions of the material on a page qualifies for protection, the Producing Party also
10 must clearly identify the protected portion(s) (e.g., by making appropriate markings
11 in the margins).

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

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

21 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
22 failure to designate qualified information or items does not, standing alone, waive the
23 Designating Party’s right to secure protection under this Order for such material.
24 Upon timely correction of a designation, the Receiving Party must make reasonable
25 efforts to assure that the material is treated in accordance with the provisions of this
26 Order.

27 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

28 6.1 Timing of Challenges. Any Party or Non-Party may challenge a

1 designation of confidentiality at any time that is consistent with the Court’s
2 Scheduling Order.

3 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
4 resolution process under Local Rule 37.1 et seq.

5 6.3 The burden of persuasion in any such challenge proceeding shall be on
6 the Designating Party. Frivolous challenges, and those made for an improper purpose
7 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
8 expose the Challenging Party to sanctions. Unless the Designating Party has waived
9 or withdrawn the confidentiality designation, all parties shall continue to afford the
10 material in question the level of protection to which it is entitled under the Producing
11 Party’s designation until the Court rules on the challenge.

12 7. ACCESS TO AND USE OF PROTECTED MATERIAL

13 7.1 Basic Principles. A Receiving Party may use Protected Material that is
14 disclosed or produced by another Party or by a Non-Party in connection with this
15 Action only for prosecuting, defending, or attempting to settle this Action. Such
16 Protected Material may be disclosed only to the categories of persons and under the
17 conditions described in this Order. When the Action has been terminated, a
18 Receiving Party must comply with the provisions of section 13 below (FINAL
19 DISPOSITION).

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

23 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
24 otherwise ordered by the court or permitted in writing by the Designating Party, any
25 information or item designated “CONFIDENTIAL” may be disclosed only to a
26 Receiving Party and:

27 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
28 well as employees of said Outside Counsel of Record to whom it is reasonably

1 necessary to disclose the information for this Action;

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

4 (c) Experts (as defined in this Order) of the Receiving Party to whom
5 disclosure is reasonably necessary for this Action and who have signed the
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (d) the court and its personnel;

8 (e) court reporters and their staff;

9 (f) professional jury or trial consultants, mock jurors, and Professional
10 Vendors to whom disclosure is reasonably necessary for this Action and who have
11 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

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

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

25 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
26 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
27 writing by the Designating Party, any information or item designated “HIGHLY
28 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” may be disclosed only to:

1 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
2 well as employees of said Outside Counsel of Record to whom it is reasonably
3 necessary to disclose the information for this Action;

4 (b) Experts (as defined in this Order) of the Receiving Party to whom
5 disclosure is reasonably necessary for this Action, who have signed the
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A), and who comply with
7 the provisions of subsection (h) below;

8 (c) the court and its personnel;

9 (d) court reporters and their staff;

10 (e) professional jury or trial consultants, mock jurors, and Professional
11 Vendors to whom disclosure is reasonably necessary for this Action and who have
12 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

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

17 (h) in no event shall a Receiving Party make disclosures to employees,
18 officers, or directors of any competitors of Wright Medical, or anyone who at the
19 time of disclosure is anticipated to become an employee, officer, or director of any
20 competitor of Wright Medical. In the event a Receiving Party wishes to make
21 disclosure to any current consultant/expert of any competitors of Wright Medical, or
22 to anyone who, at the time of disclosure, is anticipated to become a consultant/expert
23 of any competitor of Wright Medical, irrespective of whether they are retained as a
24 consultant/expert for Plaintiff, the parties shall “meet and confer.” A “competitor”
25 shall be defined as any medical device manufacturer that manufactures artificial hip
26 devices. The “meet and confer” will not require disclosure of the identity of the
27 consultant/expert to whom “CONFIDENTIAL” Information or Items will be
28 provided. A party wishing to make a disclosure to any current consultant/expert of

1 any competitors of Wright Medical, or to anyone who, at the time of disclosure,
2 anticipates becoming a consultant/expert of any competitor of Wright Medical, shall
3 identify the bates range of documents that may be provided to such consultant/expert
4 without disclosing the identity of the person. Within fourteen (14) days of the
5 disclosure of the bates range of documents, any party may designate as “HIGHLY
6 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” any document, or information in
7 a document, which that party considers in good faith to contain such highly
8 confidential information that if potentially disclosed to a Wright Medical competitor,
9 such disclosure would cause Wright Medical significant competitive harm. If such a
10 designation is not made within fourteen (14) days, the documents in the bates range
11 may be provided to the consultant/expert pursuant to this Stipulated Protective Order.
12 A party may object to the “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
13 ONLY” designation of a document, or information in a document, within fourteen
14 (14) days of the designation. If the parties cannot agree to the “HIGHLY
15 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” designation, the matter shall be
16 resolved by the Court, and no disclosure shall be made until the matter is resolved by
17 the Court. A document, or information in a document, which the parties agree to
18 designate, or the Court designates, as “HIGHLY CONFIDENTIAL – ATTORNEYS’
19 EYES ONLY,” shall not be provided to any consultants/experts of any competitors of
20 Wright Medical, or to anyone who, at the time of disclosure, anticipates becoming an
21 employee, officer, director or consultant of any competitor of Wright Medical.

22 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
23 IN OTHER LITIGATION

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

- 28 (a) promptly notify in writing the Designating Party. Such notification

1 shall include a copy of the subpoena or court order;

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

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

8 If the Designating Party timely seeks a protective order, the Party served with
9 the subpoena or court order shall not produce any information designated in this
10 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
11 EYES ONLY” before a determination by the court from which the subpoena or order
12 issued, unless the Party has obtained the Designating Party’s permission. The
13 Designating Party shall bear the burden and expense of seeking protection in that
14 court of its confidential material and nothing in these provisions should be construed
15 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful
16 directive from another court.

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

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

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

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

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

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

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

17 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

28 When a Producing Party gives notice to Receiving Parties that certain

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

10 12. MISCELLANEOUS

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

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

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

24 13. FINAL DISPOSITION

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

1 summaries, and any other format reproducing or capturing any of the Protected
2 Material. Whether the Protected Material is returned or destroyed, the Receiving
3 Party must submit a written certification to the Producing Party (and, if not the same
4 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
5 (by category, where appropriate) all the Protected Material that was returned or
6 destroyed and (2) affirms that the Receiving Party has not retained any copies,
7 abstracts, compilations, summaries or any other format reproducing or capturing any
8 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
9 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
10 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
11 reports, attorney work product, and consultant and expert work product, even if such
12 materials contain Protected Material. Any such archival copies that contain or
13 constitute Protected Material remain subject to this Protective Order as set forth in
14 Section 4 (DURATION).

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

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21 ///

22 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

23
24 DATED: 7/20/2015

25 /s/ Kristy Arevalo

26 Kristy M. Arevalo
27 MCCUNE WRIGHT LLP
28 Attorneys for Plaintiff

1 DATED: 7/24/2015

2
3 /s/ Christopher Yeh

4 J. Robert Renner
5 Christopher B. Yeh
6 Dana J. Ash (admitted *pro hac vice*)
7 Sean K. Burke (admitted *pro hac vice*)
8 DUANE MORRIS LLP
9 Attorneys for Defendants

10 ATTESTATION: Pursuant to Civil L.R. 5-4.3.4(a)(2)(i), the filer attests that all other
11 signatories listed, and on whose behalf the filing is submitted, concur in the filing's
12 content and have authorized the filing.

13
14 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

15 DATED: July 29, 2015

16
17 

18
19 The Honorable Sheri Pym
20 United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of _____
4 _____ [print or type full address], declare under penalty of perjury
5 that I have read in its entirety and understand the Stipulated Protective Order that was
6 issued by the United States District Court for the Central District of California on
7 _____ in the case of *Schwartz v. Wright Medical Technology, Inc., et*
8 *al.*, Case No. EDCV14-1615 JGB(SPx). I agree to comply with, and to be bound by,
9 all the terms of this Stipulated Protective Order and I understand and
10 acknowledge that failure to so comply could expose me to sanctions and punishment
11 in the nature of contempt. I solemnly promise that I will not disclose in any manner
12 any information or item that is subject to this Stipulated Protective Order to any
13 person or entity except in strict compliance with the provisions of this Order.
14

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

23
24 Date: _____

25 City and State where sworn and signed: _____

26 Printed name: _____

27 Signature: _____