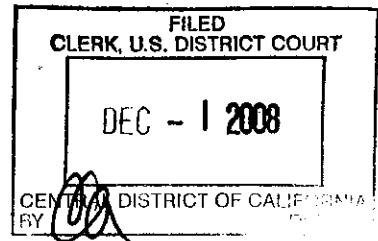


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BOSTON SCIENTIFIC CORPORATION



UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

HEIDI HEINEMAN-GUTA,
Plaintiff,
vs.
BOSTON SCIENTIFIC CORPORATION, a Delaware corporation; and DOES 1 through 25, inclusive,
Defendant.

Case No. SACV08-00605 CJC (JWJx)
Assigned to Hon. Cormac J. Carney
[PROPOSED] PROTECTIVE ORDER
NOTE CHANGES MADE BY THE COURT
Complaint Filed: April 22, 2008
Trial Date: November 3, 2009

1 The following procedures shall govern the production, use, and disclosure of
2 confidential documents and other information in the above-captioned action:

3 1. Any party may designate as "Confidential" those documents produced
4 during this action and information provided in interrogatory responses or in
5 testimony by a party or a witness who is or was employed by Boston Scientific
6 which the party considers to contain or constitute information that (a) is not in the
7 public domain and (2) consists of either: (a) financial data; or (b) sales or marketing
8 data; or (c) product information not publicly distributed; or (d) technical data; or (e)
9 compensation, investigatory, disciplinary or other private personnel information
10 concerning present and former employees of Boston Scientific; or (f) information
11 pertaining to the finances or economic condition of any party; or (g) medical,
12 emotional, financial, or mental condition of Heidi Heineman-Guta.

13 2. Materials consisting of documents or interrogatory responses may be
14 designated as "Confidential" by a party by so marking the materials as of the time
15 the responses and/or copies of requested materials are provided to any other party
16 requesting them. Documents or interrogatory responses so designated shall be
17 treated in the manner prescribed in paragraph 5.

18 3. If, during the course of a deposition, information is elicited that a party
19 believes to be Confidential, counsel shall designate the information as
20 "Confidential" on the record. In the alternative, a party may make this designation
21 within 30 days after the party's counsel receives the deposition transcript.
22 Information contained in a transcript or exhibits so designated shall be treated in the
23 manner prescribed in paragraph 5.

24 4. If any party produces any confidential information without timely
25 labeling or marking or otherwise designating it as such in accordance with the
26 provisions of this Protective Order, the producing party may give written notice to
27 the receiving party that the document or thing produced is deemed confidential and
28 should be treated as such in accordance with the provisions of this Protective Order.

1 The receiving party must treat such documents and things in the manner prescribed
2 in paragraph 5 from the date such notice is received. Disclosure, prior to the receipt
3 of such notice of the confidential status of such information, to persons not
4 authorized to receive such information shall not be deemed a violation of this
5 Protective Order.

6 5. All materials designated as "Confidential" shall be used only for the
7 purposes of this litigation and may be given, shown, made available to, or
8 communicated in any way only to parties, counsel of record for the parties,
9 counsel's employees, the Court (including persons employed by the Court and court
10 reporters), non-party deponents pursuant to paragraph 6, third party consultants and
11 independent experts to whom it is necessary that the materials be shown for
12 purposes of this litigation, and third parties jointly selected by the plaintiff and
13 defendants for the purpose of conducting any form of alternate dispute resolution in
14 this litigation. Nothing herein shall impose any restriction on the use or disclosure
15 by a party of its own documents or information (as opposed to "Confidential"
16 documents or information produced by another party).

17 6. During a deposition a non-party deponent may be shown, and
18 examined about, materials designated as "Confidential" if the provisions of
19 paragraph 7 are complied with. Non-party deponents shall not retain or copy such
20 materials or portions of the transcripts of their depositions that contain confidential
21 material unless they comply with the provisions of paragraph 7.

22 7. Each person permitted by the parties or their counsel to have access to
23 documents marked "Confidential" (other than the parties or their counsel or
24 counsel's employees) shall, prior to being afforded such access, be shown this
25 Stipulation and Order and shall sign an agreement, in the form attached hereto as
26 Attachment "A," stating that he or she has read and understands its terms and shall
27 abide by them. In this regard, Defendant Boston Scientific will provide permission
28 to all current Boston Scientific employees who are non-party deponents to agree to

1 the Protective Order and to sign the agreement, Attachment "A," if documents
2 designated "Confidential" are to be addressed at such employee's deposition.
3 Defendants, furthermore, will not discourage any Boston Scientific employee from
4 signing Attachment "A," and will not interfere with plaintiff's counsel's reasonable
5 efforts to procure such signature. A file shall be maintained by the attorneys of
6 record of all written agreements signed by persons to whom such documents have
7 been given, which file shall, upon request, be available for inspection and copying
8 by counsel subject to objection on the basis of attorney-client privilege and attorney
9 work product.

10 8. In the event that any party intends to file one or more documents
11 marked as "Confidential" with the Court or to file any deposition testimony that has
12 been identified as confidential with the Court or disclose confidential information in
13 a brief filed with the Court, the party desiring to file such information shall give
14 advanced notice to the other party. Thereafter, the parties will promptly meet and
15 confer in an attempt to have the information filed with the Court without the need
16 for it to be under seal, such as agreeing to remove the confidentiality restrictions for
17 the purposes of filing the information with the Court or redacting confidential
18 information prior to its filing with the Court. If the parties cannot reach an
19 agreement, then the party who seeks to file confidential information can request that
20 the Court file the confidential information under seal.

21 9. Subject to public policy, and further court order, nothing shall be filed
22 under seal, and the court shall not be required to take any action, without separate
23 prior order by the Judge before whom the hearing or proceeding will take place,
24 after application by the moving party with appropriate notice to opposing counsel.

25 10. The Parties shall comply with Local Rule 79-5 of the Central District
26 of California in the event that they lodge or file any documents covered by this
27 order with the Court.

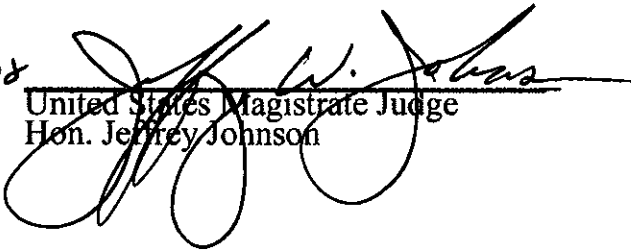
28 11. This Protective Order shall not be construed as waiving any right to

1 assert a bona fide claim of privilege or any other objection as to the discoverability
2 and/or admissibility of any information.

3 12. This Protective Order shall be without prejudice to any party's right to
4 bring a motion at any time, upon proper notice, to determine the propriety of a
5 claim that certain documents or information constitute "Confidential" information.
6 Before the filing of any such motion, the parties shall meet and confer in good faith
7 to attempt to resolve any disagreement.

8 13. The terms of this Protective Order shall remain in full force and effect
9 until further order of this Court or a court of competent jurisdiction, and shall not
10 cease to be in effect because this litigation is finally adjudicated. Upon termination
11 of this action, all documents and data designated "Confidential" pursuant to this
12 Order, including all copies of such documents and all summaries of data contained
13 in such documents, and compilations of any nature whatsoever derived from such
14 documents, shall be returned to counsel for the party which produced them upon
15 written request of the producing party.

16 *JWJ* *The court and its personnel shall not be bound by*
17 *the terms of this order.*
18 IT IS SO ORDERED.

19 Date: December 4, 2008
20 
21 United States Magistrate Judge
22 Hon. Jeffrey Johnson

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ATTACHMENT "A"
CONFIDENTIALITY AGREEMENT

I, _____, hereby acknowledge that:

1. I have read the Protective Order entered in the action presently pending in the United States District Court, Central District of California entitled Heidi Heineman-Guta v. Boston Scientific Corporation, Case No. SACV08-00605 CJC (JWJx);

2. I understand the terms of the Protective Order;

3. I agree, upon threat of penalty of contempt and other civil remedies, to be bound by its terms, and;

4. I irrevocably submit my person to the jurisdiction of the United States District Court, Central District of California, for the limited purpose of securing compliance with the terms and conditions of the Protective Order.

Dated: _____

Signature

Name

Title

Address

City, State, Zip Code

Telephone Number

