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Attorneys for Defendant,  
**SMITH & NEPHEW, INC.**

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA**

ROLAND SALINAS,

Plaintiffs,

vs.

SMITH & NEPHEW, INC., Does 1 to  
100, inclusive,

Defendants.

Case No.: 2:12-CV-03102-KJM-CKD  
[Action Filed: November 27, 2012]

**STIPULATED PROTECTIVE  
ORDER REGARDING  
CONFIDENTIAL INFORMATION  
AND/OR MATERIALS**

WHEREAS, the parties, Plaintiff, ROLAND SALINAS (hereinafter "Plaintiff"), and Defendant, SMITH & NEPHEW, INC. (hereinafter "Defendant"), recognize that, pursuant to discovery or otherwise during the course of this action, the parties may be required to disclose confidential and sensitive financial data, technical information, trade secrets, proprietary non-public commercial information, information involving privacy interests, and other commercially and/or competitively sensitive information of a non-public nature, the unrestricted disclosure of which would tend to cause injury to the Disclosing Party;

1 WHEREAS, the parties, through Counsel and for good cause shown,  
2 stipulate to entry of this Protective Order Regarding Confidential Information  
3 and/or Materials to prevent unnecessary disclosure or dissemination of such  
4 confidential information;

5 IT IS HEREBY ORDERED AND ADJUDGED that the following  
6 provisions of this Order shall govern and control the disclosure, dissemination and  
7 use of information in this action.

8 **1. SCOPE**

9 **1.1.** This Order shall govern the production, use and disclosure of  
10 “CONFIDENTIAL” information and/or material, in any form  
11 whatsoever, produced, used or disclosed in connection with this action  
12 and designated in accordance with this Order. Any party may  
13 designate information and/or material produced, used, or disclosed in  
14 connection with this action as “CONFIDENTIAL” and subject to the  
15 protections and requirements of this Order, if so designated in writing  
16 to each party, by stamping the legend “CONFIDENTIAL” on the  
17 documents, information and/or material prior to production, or orally  
18 if recorded as part of a deposition or court record pursuant to the  
19 terms of this Order.

20 **2. DEFINITIONS**

21 **2.1.** “CONFIDENTIAL” information and/or materials means, but is not  
22 limited to: testimony at a deposition, hearing, or trial in this Action;  
23 information, documents and data which constitute confidential and  
24 sensitive financial data, technical information, trade secrets,  
25 proprietary or non-public commercial information; information  
26 involving the manufacturing and design of Smith & Nephew, Inc.’s  
27 (“Smith & Nephew”) products; other commercially and/or  
28 competitively sensitive information of a non-public nature, or

information that is received on a confidential basis; and information involving privacy interests protected by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and/or Patient Safety and Quality Improvement Act of 2005 (“PSQIA”) and applicable Federal Regulations associated with either Act.

**2.1.1.** The form of “CONFIDENTIAL” information and/or material includes but it is not limited to: documents and other tangible items produced during discovery in this Action; deposition, hearing or trial testimony; deposition, hearing or trial transcripts; exhibits to depositions; computer memory or archives; other written and/or recorded or graphic matter; and all copies, excerpts, or summaries thereof, produced by a Disclosing Party or a third-party during the proceedings of this Action in which this Order has been adopted and/or stipulated to in writing by Counsel of Record for the Disclosing Party.

**2.2.** The “Disclosing Party” means the party from whom “CONFIDENTIAL” information and/or materials is being sought and includes the Defendant and any person(s) or entities acting on their behalf, and/or Plaintiff and any person(s) or entities acting on Plaintiff’s behalf.

**2.3.** The “Receiving Party” means the party seeking or otherwise requesting “CONFIDENTIAL” information and/or material and includes the Defendant, and any person(s) or entity acting on their behalf; Plaintiff and any person(s) or entities acting on Plaintiff’s behalf; and/or any person or entity described in Paragraphs 6.3(a) – (h) of this Order.

**2.4** This “Action” means the lawsuit pending in the United States District Court for the Eastern District of California, styled ROLAND

**3. REDACTION OF “CONFIDENTIAL” INFORMATION AND/OR MATERIAL**

**3.1.** Notwithstanding the provisions of Paragraph 2.1 above, Defendant may redact from any “CONFIDENTIAL” document or materials any trade secrets or other highly confidential research, development or commercial information, information involving the manufacturing and design of Smith & Nephew’s products, other competitively sensitive information of a non-public nature or received on a confidential basis, including but not limited to:

(a) Specific dollar amounts;

(b) Names and any information that would identify individuals (other than Plaintiff) referred to in adverse reaction reports, product experience reports, consumer complaints, and other similar data and any third-party involved with such subjects or patients, including but not limited to a physician or hospital or other institution.

**3.2.** Such redaction shall be accompanied by a written explanation describing what is being redacted sufficient to enable the other parties to assess the basis of the redaction without revealing information itself privileged or protected.

**3.3.** If a party has a good faith basis for challenging the redaction, counsel shall initially attempt to resolve the issue through discussions. If these discussions prove unsuccessful, counsel may move for a ruling, which may require this Court’s *in camera* inspection of a document on the issue of whether certain information is entitled to redaction.

1           **3.4.** Notwithstanding the provisions of Paragraphs 2.1 and 3.1, the  
2           Disclosing Party may redact information from any documents,  
3           information and/or material that is designated as “CONFIDENTIAL”  
4           pursuant to this Order. Any document(s) information and/or material  
5           so redacted shall have “REDACTED” stamped on each page from  
6           which the material or information has been redacted. As to any  
7           redactions performed, the Disclosing Party shall provide a description  
8           of what information and/or material has been redacted to enable  
9           another party to determine whether the redaction is proper.

10          **3.5.** Should any party have a good faith basis for challenging the  
11          redaction the procedure for resolving any disputes over the redacted  
12          information and/or material shall be as set forth in Paragraph 3.3.

13   **4.    DESIGNATING INFORMATION AND/OR MATERIAL AS**  
14   **CONFIDENTIAL**

15          **4.1.** The Disclosing Party may designate any information and/or material  
16          as “CONFIDENTIAL.” In designating information and/or material  
17          as “CONFIDENTIAL,” Counsel for the Disclosing Party will make  
18          such designation only as to that information and/or material that he or  
19          she, in good faith, believes to be “CONFIDENTIAL,” in accordance  
20          with the definition set forth in Paragraph 2.1 of this Order.

21          **4.2.   “CONFIDENTIAL” Documents.** Information and/or material may  
22          be designated “CONFIDENTIAL” by stamping or marking the word  
23          “CONFIDENTIAL” on the face of each page of each document, or by  
24          using other procedures as may be agreed upon by the parties. Such  
25          stamping or marking shall take place prior to production by the  
26          Disclosing Party or subsequent to selection by the Receiving Party for  
27          copying but prior to such copying. The stamp or mark shall be affixed  
28          in such a manner that the written matter is not obliterated or obscured.

Such stamping or marking must be done expeditiously so as to reasonably avoid delays in the production of documents or disclosure of information.

**4.3. “CONFIDENTIAL” Deposition Testimony.** In the event that any question is asked at a deposition which a party asserts calls for “CONFIDENTIAL” information and/or material, such question shall be answered by the witness fully and completely, to the extent required by law. Any party may, either on the record at the deposition or by written notice served on counsel for all parties no later than twenty (20) days after the receipt of the deposition transcript, designate specific portions of the deposition or the deposition transcript “CONFIDENTIAL” as appropriate if such party reasonably and in good faith judgment believes the criteria for such designations set forth in Paragraph 2.1, above, are satisfied. A separately bound transcript of those portions of the testimony that contain “CONFIDENTIAL” information and/or material shall be made if requested by the Disclosing Party.

**4.3.1.** Certain depositions may be designated “CONFIDENTIAL,” in their entirety, prior to being taken because of the anticipated deposition testimony.

**4.3.2.** During such time as any information and/or material designated as “CONFIDENTIAL” is disclosed in a deposition, any party shall have the right to exclude from attendance at the deposition any person who is not entitled to receive such information and/or material pursuant to this Order.

**4.4. “CONFIDENTIAL” Written Discovery.** All written discovery requests and responses thereto which contain information considered, in good faith, to be “CONFIDENTIAL” in accordance with

Paragraph 2.1 above, shall be designated as “CONFIDENTIAL” by stamping them in accordance with this Order.

**5. INADVERTENT OR UNINTENDED DISCLOSURE OF “CONFIDENTIAL” INFORMATION AND/OR MATERIALS**

**5.1. Non-Waiver.** The inadvertent or unintended disclosure by the Disclosing Party of “CONFIDENTIAL” information and/or material considered by the Disclosing Party to be “CONFIDENTIAL” shall not be deemed a waiver, in whole or in part, of a party’s claim that the information and/or material is “CONFIDENTIAL,” either as to the specific document, material or information disclosed or as to any other document, material or information relating thereto. Any such inadvertently or unintentionally disclosed “CONFIDENTIAL” information and/or material shall be designated as “CONFIDENTIAL” as soon as reasonably practicable after the Disclosing Party becomes aware of the erroneous disclosure and shall thereafter be treated as “CONFIDENTIAL” by all thereafter Receiving Parties.

**6. DISCLOSURE OF “CONFIDENTIAL” INFORMATION AND/OR MATERIALS**

**6.1.** No person receiving “CONFIDENTIAL” information and/or material designated as “CONFIDENTIAL” pursuant to this Order shall disclose it or its contents to any person other than those described in Paragraph 6.3. No such disclosure shall be made for any purposes other than those described in Section 7 below, and in no event shall such person make any other use of such “CONFIDENTIAL” information and/or material.

**6.2.** Counsel shall be responsible for obtaining prior written agreement to be bound by the terms of this Order from all persons to whom any

1 “CONFIDENTIAL” information and/or material so designated is  
2 disclosed as permitted by Paragraphs 6.3(a) – (h). Such written  
3 agreement shall be obtained by securing the signature of any  
4 recipient of such “CONFIDENTIAL” information and/or material to  
5 a copy of Exhibit 1 to this Order. Counsel shall be responsible for  
6 maintaining a list of all persons to whom any “CONFIDENTIAL”  
7 information and/or material is disclosed and, only for good cause  
8 shown, such list shall be available for inspection by counsel for other  
9 parties upon order of this Court.

10 **6.3. Authorized Disclosure of “CONFIDENTIAL” Information**

11 **and/or Material.** “CONFIDENTIAL” information and/or material  
12 designated as such shall be disclosed only to the following persons:

- 13 (a) The parties and Counsel of Record in this Action, and  
14 such partners, associate attorneys, and such other  
15 attorneys that by virtue of their relationship with Counsel  
16 of Record (e.g. partners and/or associate attorneys in the  
17 same law practice with Counsel of Record and/or  
18 attorneys in an “of Counsel” position with Counsel of  
19 Record) have an attorney-client relationship with one of  
20 the parties to this Action, paralegal assistants, and  
21 stenographic or clerical employees of such Counsel as  
22 have been assigned to assist Counsel in the prosecution,  
23 defense or settlement of this Action;
- 24 (b) Any person, including employees of a party, used or  
25 retained by Counsel or a party as an expert or consultant  
26 as defined by the Federal Rules of Civil Procedure and the  
27 Federal Rules of Evidence, to the extent deemed  
28 necessary by Counsel to aid in the prosecution, defense or



1 settlement of this Action, provided that each such expert  
2 and/or consultant has read this protective Order in  
3 advance of disclosure and undertakes in writing to be  
4 bound by the terms of this Order by signing a copy of  
5 Exhibit 1 attached hereto. A signed copy of Exhibit 1  
6 shall be furnished to the Disclosing Party at the  
7 conclusion of this Action, or pursuant to an order of this  
8 Court upon good cause shown.

- 9 (c) The Court having jurisdiction over discovery procedures  
10 in this Action;
- 11 (d) Any court reporter, stenographer, typist, or videographer  
12 transcribing or recording testimony in this Action or in a  
13 related action in which this Order is specifically adopted  
14 and/or stipulated to in writing by Counsel of Record and  
15 any outside independent reproduction firm or entity;
- 16 (e) Any person who is the author, recipient or copy recipient  
17 of “CONFIDENTIAL” information and/or material for the  
18 purpose of interrogation of such person at trial, by  
19 deposition during the course of preparation for trial or  
20 deposition;
- 21 (f) In-house counsel for a party;
- 22 (g) Any treating physician noticed for deposition in this case  
23 and/or called as a witness in this case, provided such  
24 person has read this Order in advance of disclosure and  
25 undertakes in writing to be bound by the terms of this  
26 Order by signing a copy of Exhibit 1 attached hereto. A  
27 signed copy of Exhibit 1 shall be produced to the  
28 Disclosing Party at or within a reasonable time before the

1 deposition of the person(s) described in this paragraph if  
2 the information is to be disclosed to such person at the  
3 deposition or no later than the date trial commences in this  
4 Action if the information is to be disclosed to such a  
5 person at said trial.

6 **6.4.** In the event that an expert and/or consultant, as described in  
7 Paragraph 6.3(b), is a current employee of or has a continuous,  
8 regular, ongoing or current consulting arrangement of any kind with  
9 any entity involved in the design, manufacture, or distribution of  
10 orthopedic implants, the party seeking to distribute or show such  
11 “CONFIDENTIAL” information and/or material to such expert  
12 and/or consultant shall not disclose such information to such expert  
13 and/or consultant unless:

- 14 (a) The party wishing to disclose the “CONFIDENTIAL”  
15 information and/or material promptly identifies such  
16 expert or consultant to counsel of the Disclosing Party in  
17 writing prior to disclosure of such information to such  
18 expert and/or consultant;
- 19 (b) The Disclosing Party does not object to such disclosure in  
20 writing within ten (10) days of such written notice;
- 21 (c) The Disclosing Party does not attempt to meet and confer  
22 to resolve the issue within ten (10) days from the mailing  
23 of the written objection; and
- 24 (d) The Disclosing Party does not move for a protective  
25 order prohibiting the disclosure to the expert and/or  
26 consultant within fifteen (15) days after the required  
27 attempt to meet and confer.
- 28

1       **6.5.** In the event that such person as described in Paragraph 6.3(h) is a  
2       current employee or has a continuous, regular, ongoing, or current  
3       consulting arrangement of any kind with any entity involved in the  
4       design, manufacture, or distribution of orthopedic implants, the party  
5       seeking to distribute or show such “CONFIDENTIAL” information  
6       and/or material to such person shall not disclose such information to  
7       such person unless:

- 8               (a) The party wishing to disclose the “CONFIDENTIAL”  
9               information and/or material promptly identifies such  
10              person to counsel of the Disclosing Party in writing prior  
11              to disclosure of such information to such person;  
12              (b) The Disclosing Party does not object to such disclosure in  
13              writing within ten (10) days of such written notice;  
14              (c) The Disclosing Party does not attempt to meet and confer  
15              to resolve the issue within ten (10) days from the mailing  
16              of the written objection; and  
17              (d) The Disclosing Party does not move for a protective  
18              order prohibiting the disclosure to the person within  
19              fifteen (15) days after the required attempt to meet and  
20              confer.

21       **6.6.** In the event that any person described in Paragraphs 6.3(a) – (h)  
22       ceases to be engaged in the preparation of this Action, access by such  
23       person(s) to “CONFIDENTIAL” information and/or material shall be  
24       terminated. Any such “CONFIDENTIAL” information and/or  
25       material in the possession of any such person(s) shall be returned to  
26       the party that distributed the “CONFIDENTIAL” information and/or  
27       material. The provisions of this Order shall remain in full force and  
28       effect as to all such person(s) and to all “CONFIDENTIAL”

1 information and/or material and the obligation not to disclose any  
2 portions of such "CONFIDENTIAL" information and/or material,  
3 except as may be specifically ordered by the Court. The recipient of  
4 "CONFIDENTIAL" information and/or material provided pursuant  
5 to this Order shall maintain such information and/or material in a  
6 secure and safe area and shall exercise due and proper care with  
7 respect to the storage, custody and use of all such documents or  
8 information.

9 **6.7.** In rendering services or otherwise communicating with his or her  
10 client, Counsel shall not disclose the specific content of any  
11 "CONFIDENTIAL" information and/or material, where such  
12 disclosure would not otherwise be permitted under the terms of this  
13 Order. Nothing herein shall bar or otherwise restrict any Counsel  
14 from rendering advice to his or her client with respect to any action in  
15 which this order has been adopted and/or stipulated to, and in the  
16 course thereof, from relying upon "CONFIDENTIAL" information  
17 and/or material.

18 **6.8.** In the event that additional persons become parties to this action or a  
19 related action in which this order has been specifically adopted  
20 and/or stipulated to in writing by Counsel of Record, such additional  
21 persons shall not have access to "CONFIDENTIAL" information  
22 and/or material until they have agreed in writing to be bound to this  
23 Order and its provisions and this Order has been amended, with the  
24 Court's approval, to govern such additional persons.

25 **6.9. Filing Under Seal.** Unless otherwise ordered by the Court, any  
26 documents, including but not limited to pleadings, memoranda,  
27 deposition notices, deposition transcripts, interrogatories, requests for  
28 document production, subpoenas, and responses thereto containing,

1 paraphrasing or summarize any "CONFIDENTIAL" information  
2 and/or material, may be filed under seal only upon entry of a further  
3 order of the Court granting a Motion to Seal particular document(s),  
4 or portions thereof in accordance with Federal Rules of Civil  
5 Procedure, Local Rule 141, ECF Administrative Policies and  
6 Procedures, Section II; and Chambers' Rules, with respect to filing  
7 documents under seal.

8 **6.9.1.** To seek authorization to file "CONFIDENTIAL" information  
9 and/or material under seal, the parties must follow the Federal  
10 Rule of Civil Procedure, Local Rule 141, ECF Administrative  
11 Policies and Procedures, Section II; and Chambers' Rules, with  
12 respect to filing documents under seal. The party asserting  
13 confidentiality bears the burden of obtaining a Court order to  
14 file documents under seal.

15 **6.9.2.** A party that intends to file a document containing information  
16 designated by another party as "CONFIDENTIAL" shall  
17 provide written notice of such intent to file a document  
18 containing "CONFIDENTIAL" information to the party  
19 asserting confidentiality. The notice shall specify the  
20 "CONFIDENTIAL" information and/or material designated as  
21 "CONFIDENTIAL" which the party intends to file or include  
22 in the contemplated filing.

23 **6.9.3.** Within ten (10) days after receipt of such notice, the party  
24 asserting confidentiality shall file a Motion to Seal pursuant to  
25 Federal Rules of Civil Procedure, Local Rule 141, ECF  
26 Administrative Policies and Procedures, Section II; and  
27 Chambers' Rules, with respect to filing documents under seal.  
28 If the party asserting confidentiality files a Motion to Seal, the

1 party proposing to file the "CONFIDENTIAL" information  
2 and/or material may proceed with the contemplated filing only  
3 after, and in a manner consistent with, the Court's ruling on the  
4 Motion to Seal.

5 **7. USE OF "CONFIDENTIAL" INFORMATION AND/OR MATERIAL**

6 **7.1.** Except as agreed by the Disclosing Party or as otherwise provided in  
7 this Order, "CONFIDENTIAL" information and/or material shall only  
8 be used for preparation for trial, trial, preparation for settlement  
9 conference(s), settlement conference(s) and/or any appeal of this  
10 Action.

11 **7.1.1.** "CONFIDENTIAL" information and/or material shall be  
12 maintained in confidence by the Receiving Party or any other  
13 recipients to whom it is disclosed in accordance with Section 6  
14 of this Order.

15 **7.1.2.** "CONFIDENTIAL" information and/or material shall not be  
16 disclosed except to persons entitled to have access thereto  
17 pursuant to Section 6 of this Order.

18 **7.1.3.** "CONFIDENTIAL" information and/or material may not be  
19 used by any person receiving such information and/or material  
20 for any business or competitive purpose and shall be used  
21 solely for purposes of this Action as described in Paragraph 7.1.

22 **7.2. Requests for Exemption.** Any party may at any time request from  
23 the Disclosing Party, in writing, the release of information and/or  
24 material designated as "CONFIDENTIAL," or filed under seal, from  
25 the requirements of the terms and provisions of this Order. Upon  
26 receipt of such request, the Disclosing Party and the party requesting  
27 the exemption shall attempt to meet and confer to resolve the issue.  
28 If the parties are unable to agree as to whether the

1 “CONFIDENTIAL” information and/or material at issue is properly  
2 designated “CONFIDENTIAL,” any party may raise the issue of  
3 such designation with the court. Pending a ruling from the Court, the  
4 Disclosing Party’s designation shall control.

5 **7.3. Responding to Subpoenas.** Nothing in this order shall preclude any  
6 party from responding to a validly issued subpoena provided,  
7 however, that the party responding to the subpoena shall provide  
8 written notice of such subpoena to the Disclosing Party at least three  
9 (3) business days in advance of production or disclosure of the  
10 “CONFIDENTIAL” information and/or material to the third-party  
11 pursuant to such subpoena. Such written notice shall be made by  
12 electronic mail to the electronic mailing address for Counsel of  
13 Record registered with the Court or by any other method agreed to in  
14 writing by the parties.

15 **7.4. Use by Counsel for the Disclosing Party.** Nothing in this Order  
16 shall prevent or restrict Counsel for the Disclosing Party in any way  
17 from inspecting, reviewing, using, or disclosing the  
18 “CONFIDENTIAL” information and/or material produced or  
19 provided by that party, including discovery material designated as  
20 “CONFIDENTIAL,” with consent of the Disclosing Party. No  
21 disclosure pursuant to this paragraph shall waive any rights or  
22 privileges of any party granted by this Order.

23 **7.5. Use of “CONFIDENTIAL” Information and/or Material at Trial**  
24 **or Hearing.** Notwithstanding any provisions of this Order, the  
25 parties shall confer and attempt to agree before any Court trial or  
26 hearing on the procedures to be included in a protective order to  
27 which “CONFIDENTIAL” information and/or material may be used  
28 or introduced into evidence at such trial or hearing.

1           **7.5.1.** Upon reaching agreement, the parties shall give notice of the  
2           terms of such agreement to each Disclosing Party producing  
3           such “CONFIDENTIAL” information and/or material which  
4           may be used or introduced at such trial or hearing. Because it  
5           will affect the public availability of material used at trial or  
6           hearing, any such agreement under this Paragraph will be  
7           effective only upon Court approval.

8           **7.5.2.** Absent agreement among the parties, any party, upon  
9           reasonable notice to the Disclosing Party producing such  
10          “CONFIDENTIAL” information and/or material which may be  
11          used or introduced at such trial or hearing, may move the Court  
12          to issue an Order governing the use of such information and/or  
13          material at a trial or hearing.

14       **7.6.** Nothing in this Order or any failure by a party to challenge the  
15       designation by any other party of any information and/or material as  
16       “CONFIDENTIAL” shall be construed as an admission or agreement  
17       that any specific information and/or material is or is not confidential  
18       or proprietary, or is or is not otherwise subject to discovery or  
19       admissible in evidence.

20       **8.     EFFECT OF THIS ORDER UPON TERMINATION OR**  
21       **RESOLUTION OF THIS ACTION**

22       **8.1.** The provisions and obligations of this Order shall survive the  
23       termination of this action and continue to bind the parties and their  
24       counsel. The Court will have continuing jurisdiction to enforce this  
25       or irrespective of the manner in which this action is terminated.

26       **8.2.   Disposition of “CONFIDENTIAL” Information and/or Materials.**  
27       Upon final determination of the action in which the particular  
28       materials were produced, the Disclosing Parties may request the return



1 to them of all materials designated “CONFIDENTIAL” and  
2 previously furnished or produced in such action, including any copies  
3 thereof.

4 **8.2.1.** Within 45 (45) days from the receipt of such request, each  
5 person or party to whom such materials have been furnished or  
6 produced shall be obligated to return same, including any  
7 copies, except that the recipient need not return transcripts of  
8 depositions that refer to confidential information and  
9 confidential materials filed with court.

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1       **8.3.** The provisions of this Order, insofar as they restrict the disclosure  
2       and use of discovery material designated "CONFIDENTIAL", or  
3       information derived therefrom, shall continue to be binding  
4       notwithstanding the conclusion of any action in which this order was  
5       adopted and/or stipulated to, unless written permission to the contrary  
6       is obtained from the Disclosing Party or the Court orders otherwise.

7       The Parties agree to abide by and be bound by the terms of this Order upon  
8       signature hereof as if the Order had been entered on the date.

9  
10      Dated: April 25, 2014

Respectfully submitted,  
**MORRIS POLICH & PURDY LLP**

11  
12      By: s/ John W. Shaw  
13              John W. Shaw  
14              Attorneys for Defendant  
15              SMITH & NEPHEW, INC.

16      Dated: April \_\_, 2014

Respectfully submitted,  
**HEYGOOD, ORR & PEARSON**

17  
18      By: \_\_\_\_\_  
19              Charles Miller, Esq.  
20              John Pate, Esq.  
21              Attorneys for Plaintiff,  
22              ROLAND SALINAS

23  
24      **IT IS SO ORDERED.**

25      Dated: May 1, 2014

26                                
27                              CAROLYN K. DELANEY  
28                              UNITED STATES MAGISTRATE JUDGE