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26 **Attorneys for Defendant**  
27 **INTEGRA LIFESCIENCES CORPORATION**

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1 of deposition, subpoena *duces tecum*, or any provision of the Federal Rules of Civil Procedure  
2 governing discovery, the hearing and any appeal of this action; and which the producing party  
3 reasonably believes contains proprietary, confidential, private, or trade secret information of the  
4 producing party and/or any current, former, or potential employee, contractor, vendor, customer  
5 or client of the producing party, or whose disclosure could result in competitive, financial,  
6 personal, or commercial injury to the producing party;  
7

8 (b) Deposition testimony given in this case by defendants, or any of  
9 defendants' current or former officers, directors, employees, attorneys, consultants, experts,  
10 agents, or other representatives when so designated by the producing party; and which any  
11 defendant reasonably believes contains proprietary, confidential, private, or trade secret  
12 information of defendant and/or a current, former, or potential employee, vendor, contractor,  
13 client, or customer of defendant, or whose disclosure could result in competitive, financial,  
14 personal, or commercial injury to defendant;  
15

16 (c) Documents, materials or testimony, all copies or portions of transcripts,  
17 and all summaries and abstracts of any information contained therein, whether produced by a  
18 defendant or a third party to this action, when so designated by any defendant and which any  
19 defendant reasonably believes contains proprietary, confidential, private, or trade secret  
20 information of a party and/or any current, former, or potential employee or employees,  
21 contractor, vendor, customer or client of the producing party, or whose disclosure could result  
22 in competitive, financial, personal, or commercial injury to the affected party.  
23

24 2. CONFIDENTIAL INFORMATION in written or documentary form shall be  
25 designated as CONFIDENTIAL INFORMATION by the producing party by (1) where  
26 practicable, marking each page of the writing or document with the legend "CONFIDENTIAL –  
27 Produced Pursuant to Stipulated Protective Order;" (2) where it is not practicable to mark each  
28

1 page of the writing or document, by marking the box or container in which the writing or  
2 document is stored with the legend “CONFIDENTIAL – Produced Pursuant to Stipulated  
3 Protective Order” or (3) notifying the other parties in writing that specific writing or documents,  
4 described with as much particularity as reasonably possible, are CONFIDENTIAL  
5 INFORMATION.  
6

7 3. The provisions of this Protective Order may also apply to other copies of  
8 documents designated as CONFIDENTIAL INFORMATION and testimony related thereto,  
9 which have been produced or which may be produced or disclosed during the course of this  
10 litigation by a third person or entity possessing such documents, materials or information in the  
11 case or during pre-hearing discovery of this action when so designated by a party.  
12

13 4. CONFIDENTIAL INFORMATION may be used only for purposes of  
14 prosecuting or defending this case alone, and may be used in no other arbitration, action, case,  
15 litigation, lawsuit, or other proceeding, whether or not such other arbitration, action, case,  
16 litigation, lawsuit or other proceeding involves any of the same parties or counsel as this case.  
17

18 5. CONFIDENTIAL INFORMATION may not be disclosed to any person other  
19 than:

20 (a) Counsel of record for plaintiffs and defendants in this case, and their  
21 partners, employees or associates to whom such disclosure is reasonably deemed necessary by  
22 such counsel for the conduct of this case;

23 (b) Plaintiffs, defendants, and defendants’ officers, directors and employees  
24 who are assisting counsel, but only to the extent that such disclosure is reasonably deemed  
25 necessary by such counsel for the conduct of this case, and provided further that a party (or its  
26 officers, directors or employees) may retain CONFIDENTIAL INFORMATION only so long  
27 as necessary for the conduct of this case;  
28

1 (c) Court Reporters while in the performance of their official duties;  
2 (d) Independent expert(s) and consultant(s) retained by or associated with  
3 any party in order to assist that party's counsel in the conduct of this case, but only to the extent  
4 that such disclosure is reasonably deemed necessary by such counsel for the performance of  
5 such assistance, and that such expert(s) or consultant(s) may retain CONFIDENTIAL  
6 INFORMATION only so long as is necessary for the performance of such assistance and may  
7 use such information only for providing assistance to counsel in this action;  
8

9 (e) The Court or any administrative personnel of the Court, and  
10 (f) The person(s) who actually prepared the CONFIDENTIAL  
11 INFORMATION or to whom the CONFIDENTIAL INFORMATION was addressed or  
12 delivered, but only to the extent that such disclosure is necessary for the conduct of this case  
13 and provided that such persons may not retain any CONFIDENTIAL INFORMATION.  
14

15 6. The provisions of this Protective Order shall not apply to the designating party's  
16 own use of its CONFIDENTIAL INFORMATION.

17 7. Prior to the disclosure of any CONFIDENTIAL-INFORMATION to any person  
18 identified in paragraphs 5(b), (c) or (d) hereof, such person shall be furnished with a copy of  
19 this Protective Order and shall be required to execute the non-disclosure agreement attached  
20 hereto as Ex. A, certifying that he or she has read this Protective Order, understands it, and  
21 agrees to be bound by its terms and subjects himself or herself to the jurisdiction of the Court  
22 for the purpose of contempt proceedings in the event of any violation of this Protective Order.  
23 Counsel for the party disclosing CONFIDENTIAL INFORMATION shall maintain these  
24 written certifications, and they shall be available to opposing counsel for inspection and  
25 copying. In the event that disclosure is made to an undisclosed expert or consultant retained by  
26 that party in connection with the case, the identity of the undisclosed expert is that party  
27  
28

1 attorney's work product and need not be disclosed to opposing counsel even though the expert  
2 or consultant signs a written certification. Nevertheless, counsel for the party disclosing  
3 CONFIDENTIAL INFORMATION shall produce for inspection and copying, upon request by  
4 the other party, the written certification executed by the undisclosed expert or consultant with  
5 that person's name redacted.  
6

7 8. In addition, to protect against unauthorized disclosure of confidential personal  
8 information or invasion of the physician-patient privilege and/or individual privacy interests or  
9 rights, the parties may redact from discovery materials names, addresses, and other identifying  
10 information pertaining to: research subjects or patients; reporters of adverse events or persons  
11 or entities identified in such reports; and other individuals or entities whose names and other  
12 identifying information are protected from disclosure by the FDA or defendant by the  
13 regulations of the Food, Drug & Cosmetics Act, including, but not limited to, 21 C.F.R. §20.63,  
14 21 C.F.R. §20.111, 21 C.F.R. §20.112, 21 C.F.R. §50.25, 21 C.F.R. §314.80 and 21 C.F.R.  
15 §803.9, or by the regulations of the Health Insurance Portability and Accountability Act of 1996  
16 (HIPAA).  
17

18 9. In the event that any of the information protected by the terms of this Protective  
19 Order is used in any proceeding in this action, including, without limitation, any hearing, the  
20 information shall not lose its confidential and privileged status through such use, and counsel  
21 shall take all steps reasonably required to protect the confidentiality of such document or  
22 testimony during such use.  
23

24 10. No person shall make copies, extracts or summaries of CONFIDENTIAL  
25 INFORMATION except under the supervision of counsel when, in the judgment of counsel,  
26 such copies or other papers are necessary for the conduct of this case. Each such copy or other  
27 paper shall be conspicuously marked with an appropriate legend signifying confidential status.  
28

1 Counsel and all persons to whom CONFIDENTIAL INFORMATION is disclosed shall take  
2 reasonable and appropriate precautions to avoid loss and/or inadvertent disclosure of such  
3 material.

4           11. Without written permission from the designating party or a court order secured  
5 after appropriate notice to all interested persons, a party may not file in the public record in this  
6 action any CONFIDENTIAL INFORMATION. A party that seeks to file under seal any  
7 CONFIDENTIAL INFORMATION must comply with **Civil Local Rule 79-5**. In the event  
8 disclosure of sealed materials is sought, no portion of the materials thus sealed shall be released  
9 except upon notice to the producing party made by the party or non-party seeking disclosure,  
10 proof of which shall be made to the Court, and after a full opportunity for hearing upon the  
11 matter.  
12

13           12. The parties shall confer in good faith prior to trial in an attempt to devise protective  
14 procedures to be applicable at trial that are satisfactory to the Court.  
15

16           13. This Protective Order shall be without prejudice to the parties' right to bring  
17 before the Court at any time the question of whether any particular information is or is not  
18 discoverable or relevant to any issue in this case, is subject to a valid claim of attorney-client  
19 privilege, work product protection, or any other privilege, or whether any particular document  
20 or information should or should not be designated as CONFIDENTIAL INFORMATION for  
21 the purposes of this Protective Order.  
22

23           14. Notwithstanding the entry by the parties hereto into this Protective Order,  
24 nothing prohibits Defendants from objecting to the disclosure of proprietary, confidential,  
25 private, or trade secret information, if requested by Plaintiffs through discovery or otherwise, or  
26 from seeking a further protective order prohibiting the disclosure of such information.  
27

28           15. Nothing contained in this Protective Order shall be construed to constitute a

1 waiver of Defendants' right to claim that a document not designated as CONFIDENTIAL  
2 INFORMATION is in fact CONFIDENTIAL INFORMATION within the terms of this  
3 Protective Order. If timely corrected, an inadvertent failure to designate qualified information or  
4 items as "CONFIDENTIAL INFORMATION" does not, standing alone, waive the designating  
5 party's right to secure protection under this Order for such material. If material is appropriately  
6 designated as "Confidential" after the material was initially produced, the receiving party, on  
7 timely notification of the designation, must make reasonable efforts to assure that the material is  
8 treated in accordance with the provisions of this Order.  
9

10           16. This Protective Order shall not prevent the marking or the exhibition to a witness  
11 or the offering in evidence of any CONFIDENTIAL INFORMATION during depositions, but  
12 no copy of any CONFIDENTIAL INFORMATION shall be retained by any such witness and  
13 such use is subject to paragraph 7 of this Protective Order. Any party believing that a  
14 document, portions thereof, or witness testimony should remain confidential or sealed during  
15 trial must request in advance of trial that the Court take extraordinary measures consistent with  
16 this Court's Standing Order for cases involving sealed or confidential documents, such as  
17 closing the courtroom to the public or sealing the trial transcript, to protect the confidentiality of  
18 that information. The request must be made in writing and filed no later than the date on which  
19 pretrial papers are due.  
20

21           17. Except as otherwise may be agreed by the parties, but not later than sixty (60)  
22 days after the termination of this case, whether by settlement, judgment, or appeal, all copies of  
23 CONFIDENTIAL INFORMATION shall be returned to counsel for Defendants or destroyed,  
24 except for material reasonably considered by Plaintiffs' counsel to be his or her work product.  
25 Counsel for Plaintiffs shall permanently obliterate or excise all CONFIDENTIAL  
26 INFORMATION contained in any such work product retained by him or her. Counsel shall  
27  
28

1 certify in writing to opposing counsel that all CONFIDENTIAL INFORMATION has been  
2 returned or destroyed.

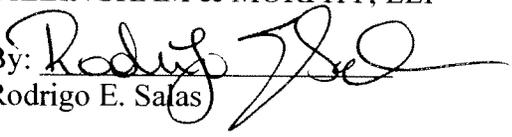
3 **IT IS SO STIPULATED.**

4 Dated: February 23, 2009 HERSH & HERSH

5  
6 By: /s/ \_\_\_\_\_  
Nancy Hersh

7 Attorneys for Plaintiffs

8 Dated: February 23, 2009 DILLINGHAM & MURPHY, LLP

9 By:   
Rodrigo E. Salas

11 Attorneys for Shelhigh, Inc.

12 Dated: February 23, 2009 ULMER & BERNE LLP

13 By: /s/ \_\_\_\_\_  
14 Paul J. Cosgrove (*pro hac vice*)

15 Attorneys for Integra LifeSciences Corporation

16 **SIGNATURE ATTESTATION**

17 I, Rodrigo E. Salas, counsel of record for Shelhigh, Inc., hereby attest that I have  
18 obtained written permission from each counsel of record herein to submit the instant Stipulation  
19 using the "conformed" signatures (/s/) within this e-filed document.

20 Dated: February 23, 2009 DILLINGHAM & MURPHY, LLP

21  
22 By:   
23 Rodrigo E. Salas

24 Pursuant to the above stipulation of the parties, and good cause appearing therefore,

25 **IT IS SO ORDERED.**

26 Dated: February 25, 2009

27 Judge Phyllis J. Hamilton



