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7 **Attorneys for Defendants**  
 8 **Instacare Corp. and**  
 9 **PharmaTech Solutions, Inc.**

10  
 11 **UNITED STATES DISTRICT COURT**  
 12 **NORTHERN DISTRICT OF CALIFORNIA**

13 **GOTHAM INSURANCE COMPANY,** )  
 14 **Plaintiff in Interpleader,** )

15 **vs.** )

16 **SHASTA TECHNOLOGIES, LLC,** )  
 17 **INSTACARE CORP. and** )  
 18 **PHARMATECH SOLUTIONS, INC.** )

19 **Defendants in Interpleader.** )

20 **AND RELATED COUNTER-CLAIM.** )

**Case No.: 5:13-CV-03810-BLF**

**STIPULATION RE MOTION TO DE-  
 DESIGNATE LIFESCAN  
 SETTLEMENT AGREEMENT AND  
 PRODUCTION OF SAME; AND**

**~~PROPOSED~~ ORDER THEREON**

21  
 22  
 23 WHEREAS, Defendant PharmaTech Solutions, Inc. (hereafter “PharmaTech”)  
 24 filed a Motion to De-Designate the Settlement Agreement (hereafter “LifeScan  
 25 Settlement Agreement”) between LifeScan Scotland Ltd. on the one hand, and Shasta  
 26 Technologies, LLC (hereafter “Shasta”) and Conductive Technologies, Inc., on the  
 27 other hand, in that matter entitled *LifeScan Scotland Ltd. v. Shasta Technologies, LLC*,

1 *et. al.*, Case, No. CV11-04494 (U.S.D.C. N.D. Cal. San Jose Div.) (hereafter the “Patent  
2 Action”), which had previously been produced to counsel for PharmaTech under a  
3 “Highly Confidential – Attorneys’ Eyes Only” designation by Shasta;

4 WHEREAS, Shasta had opposed PharmaTech’s Motion to De-Designate; and

5 WHEREAS, PharmaTech’s Motion is scheduled for hearing on April 28, 2016,  
6 at 9 AM; and

7 WHEREAS, counsel for Shasta was informed on April 27, 2016 by counsel for  
8 LifeScan that the LifeScan Settlement Agreement has been ordered unsealed in the  
9 Patent Action and will in the near future be publicly available, and therefore no cause  
10 exists to maintain the designation of “Highly Confidential – Attorneys’ Eyes Only”;

11 NOW, THEREFORE, THE PARTIES HEREBY AGREE AND STIPULATE,  
12 through their respective counsel of record, as follows:

- 13 1. Shasta agrees to withdraw its opposition to PharmaTech’s Motion to  
14 De-Designate.
- 15 2. PharmaTech agrees to withdraw its Motion to De-Designate.
- 16 3. Shasta’s counsel will produce to PharmaTech’s counsel the LifeScan  
17 Settlement, in unredacted form and without any designation of either  
18 “Confidential” or “Highly Confidential – Attorneys’ Eyes Only”  
19 within five business days after this Stipulation and Proposed Order is  
20 signed by the Court.

21  
22 DATED: April 27, 2016

BAER & TROFF LLP

23  
24 By: 

25 ERIC TROFF,  
26 Attorneys for Defendants  
27 Instacare Corp. and Pharmatech  
28 Solutions, Inc.

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DATED: April 27, 2016

OGLOZA FORTNEY LLP



By: \_\_\_\_\_

DAVID FORTNEY,  
Attorneys for Defendant  
Shasta Technologies, LLC

1 ~~PROPOSED~~ ORDER

2  
3 Pursuant to the Stipulation of counsel, AND GOOD CAUSE APPEARING,  
4 IT IS HEREBY ORDERED THAT:

- 5 1. Shasta's counsel will produce to PharmaTech's counsel the LifeScan  
6 Settlement, unredacted and without any confidentiality designation,  
7 within five business days after this Stipulation and Proposed Order is  
8 signed by the Court.
- 9 2. The hearing on PharmaTech's Motion to De-Designate is taken off  
10 calendar as moot.

11  
12  
13 DATED: \_

