

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO
Judge Christine M. Arguello**

Civil Action No. 09-cv-00721-CMA-KMT

JAMIE HAGGARD,

Plaintiff-Counterclaim Defendant,

v.

SYNTHES SPINE,

Defendant-Counterclaimant.

STIPULATED INJUNCTION AND SCHEDULING ORDER

This matter is before the Court on the Unopposed Motion for Entry of Stipulated Injunction and Scheduling Order (Doc. # 16). Upon consideration of the stipulation of Plaintiff and Counterclaim-Defendant Jamie Haggard (“Haggard”) and Defendant-Counterclaimant Synthes USA Sales, LLC (“Synthes”), the Court finds that:

1. On March 20, 2009, Haggard filed suit against Synthes in the Larimer County District Court. On that same date, Haggard obtained an *ex parte* injunction against Synthes enforcing Haggard’s post-employment non-competition obligations.
2. On April 2, 2009, Synthes removed Haggard’s civil action from the State Court.
3. On April 3, 2009, Synthes answered Haggard’s Complaint (Doc. # 6), and filed a Motion to Vacate the State Court injunction (Doc. # 8), a Motion for Expedited Discovery (Docket # 10), and a Motion to Enforce Haggard’s post-employment

covenants with Synthes, along with other causes of action potentially arising out of Haggard's employment with Synthes (Doc. # 7) (collectively "Synthes' Motions").

4. On April 6, 2009, this Court scheduled a hearing on Synthes' Motions for April 9, 2009.

5. On April 6, 2009, Haggard filed a request for continuance of the April 9, 2009 hearing.

6. On April 7, the Court reset the hearing on Synthes' Motions for April 15, 2009.

7. The Parties conferred and have presented this Court with this stipulation.

IT IS HEREBY ORDERED THAT:

1. The hearing set for April 15, 2009 at 3:00 p.m. is VACATED. At the parties' request, this hearing may be rescheduled as soon as possible on or after May 6, 2009. The parties shall use this period to attempt to amicably resolve this matter.

2. Synthes shall pay to Mr. Haggard two (2) weeks pay, calculated using one-half of his 12-month average pay during the last year of his employment with Synthes, subject to normal tax withholdings.

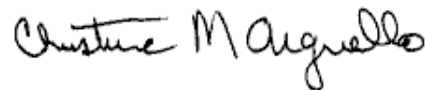
3. For the period up to and including the date of the rescheduled hearing and subject to the Order of this Court following such hearing, Mr. Haggard, in exchange for the payment set forth in Paragraph 2, agrees not to work for Globus Medical, Inc. ("Globus"), or any other competitor of Synthes in his former Synthes territory. He also will not contact or otherwise aid any other person in contacting any of his former

Synthes customers until the hearing. Mr. Haggard will not share with Globus or any other competitor of Synthes any trade secrets or confidential information he obtained while working at Synthes.

4. The parties are entering into this Stipulated Order only to preserve the status quo and to try to resolve this matter, thus avoiding the cost associated with proceeding with an initial hearing. This Stipulation is not an admission by either party that it was not ready or willing to participate in a hearing on April 15, 2009, or as to the merits of either party's case. This Stipulation may not be used by either party to argue that it has prevailed on this phase of the case.

DATED: April 14, 2009

BY THE COURT:



CHRISTINE M. ARGUELLO
United States District Judge