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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

INARI MEDICAL, INC.,
Plaintiff,
v.
IMPERATIVE CARE, INC.,
Defendant.

Case No. 5:24-cv-03117-EKL

~~PROPOSED~~ STIPULATED
PROTECTIVE ORDER FOR
LITIGATION INVOLVING PATENTS,
HIGHLY SENSITIVE CONFIDENTIAL
INFORMATION AND/OR TRADE
SECRETS **AS MODIFIED**

Inari-2009
Imperative Care, Inc. v. Inari Medical, Inc.
IPR2025-00728

1 Inari Medical, Inc. and Imperative Care, Inc. (“the Parties”) agree to and stipulate to the
2 entry of the following [proposed] protective order. The Parties based this stipulation on the
3 Norther District of California’s Model Protective Order for Litigation Involving Patents, Highly
4 Sensitive Confidential Information and/or Trade Secrets.

5 1. PURPOSES AND LIMITATIONS

6 Disclosure and discovery activity in this action are likely to involve production of
7 confidential, proprietary, or private information for which special protection from public
8 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.
9 Accordingly, the parties hereby stipulate to and petition the court to enter the following
10 Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket
11 protections on all disclosures or responses to discovery and that the protection it affords from
12 public disclosure and use extends only to the limited information or items that are entitled to
13 confidential treatment under the applicable legal principles. The parties further acknowledge, as
14 set forth in Section 13.4, below, that this Stipulated Protective Order does not entitle them to file
15 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
16 followed and the standards that will be applied when a party seeks permission from the court to
17 file material under seal.

18 2. DEFINITIONS

19 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
20 information or items under this Order.

21 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
22 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
23 of Civil Procedure 26(c).

24 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as
25 well as their support staff).

26 2.4 Designating Party: a Party or Non-Party that designates information or items that
27 it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
28 CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY”.

1 2.5 Disclosure or Discovery Material: all items or information, regardless of the
2 medium or manner in which it is generated, stored, or maintained (including, among other things,
3 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
4 responses to discovery in this matter.

5 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to
6 the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or
7 as a consultant in this action, (2) is not a past or current employee of a Party or of a Party's
8 competitor, and (3) at the time of retention, is not anticipated to become an employee of a Party
9 or of a Party's competitor.

10 2.7 "HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY"
11 Information or Items: extremely sensitive "Confidential Information or Items," disclosure of
12 which to another Party or Non-Party would create a substantial risk of serious harm that could
13 not be avoided by less restrictive means. "HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL
14 EYES ONLY" Information includes, for example, non-public financial information,
15 commercially sensitive and non-public sales, investment, or marketing related information, and
16 commercially sensitive technical information.

17 2.8 House Counsel: attorneys who are employees of a party to this action. House
18 Counsel does not include Outside Counsel of Record or any other outside counsel.

19 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal
20 entity not named as a Party to this action.

21 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this
22 action but are retained to represent or advise a party to this action and have appeared in this
23 action on behalf of that party or are affiliated with a law firm which has appeared on behalf of
24 that party.

25 2.11 Party: any party to this action, including all of its officers, directors, employees,
26 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

27 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
28 Material in this action.

1 2.13 Professional Vendors: persons or entities that provide litigation support services
2 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
3 organizing, storing, or retrieving data in any form or medium) and their employees and
4 subcontractors. Professional Vendors include jury consultants.

5 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
6 “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES
7 ONLY.”

8 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a
9 Producing Party.

10 3. SCOPE

11 The protections conferred by this Stipulation and Order cover not only Protected Material
12 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)
13 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
14 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
15 However, the protections conferred by this Stipulation and Order do not cover the following
16 information: (a) any information that is in the public domain at the time of disclosure to a
17 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as
18 a result of publication not involving a violation of this Order, including becoming part of the
19 public record through trial or otherwise; and (b) any information known to the Receiving Party
20 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who:
21 (i) obtained the information lawfully, and (ii) is under no obligation of confidentiality to the
22 Designating Party that would prevent disclosure. Any use of Protected Material at trial shall be
23 governed by a separate agreement or order.

24 4. DURATION

25 Even after final disposition of this litigation, the confidentiality obligations imposed by
26 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court
27 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all
28 claims and defenses in this action, with or without prejudice; and (2) final judgment herein after

1 the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this
2 action, including the time limits for filing any motions or applications for extension of time
3 pursuant to applicable law.

4 5. DESIGNATING PROTECTED MATERIAL

5 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
6 or Non-Party that designates information or items for protection under this Order must take care
7 to limit any such designation to specific material that qualifies under the appropriate standards.
8 To the extent it is practical to do so, the Designating Party must designate for protection only
9 those parts of material, documents, items, or oral or written communications that qualify – so
10 that other portions of the material, documents, items, or communications for which protection is
11 not warranted are not swept unjustifiably within the ambit of this Order.

12 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
13 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
14 unnecessarily encumber or retard the case development process or to impose unnecessary
15 expenses and burdens on other parties) expose the Designating Party to sanctions.

16 If it comes to a Designating Party's attention that information or items that it designated
17 for protection do not qualify for protection at all or do not qualify for the level of protection
18 initially asserted, that Designating Party must promptly notify all other parties that it is
19 withdrawing the mistaken designation or redesignating the material to the proper level of
20 protection.

21 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
22 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
23 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly
24 so designated before the material is disclosed or produced.

25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (e.g., paper or electronic documents, but
27 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing
28 Party affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – OUTSIDE

1 COUNSEL EYES ONLY” to each page that contains protected material. If only a portion or
2 portions of the material on a page qualifies for protection, the Producing Party also must clearly
3 identify the protected portion(s) (e.g., by making appropriate markings in the margins) and must
4 specify, for each portion, the level of protection being asserted. If a Producing Party designates
5 a portion or portions of the material in a document as containing Protected Material, the
6 Producing Party must also affix on the cover page of any such document a conspicuous notice
7 that the document contains Protected Material and an identification of each of the levels of
8 protection being asserted in the document.

9 A Party or Non-Party that makes original documents or materials available for inspection
10 need not designate them for protection until after the inspecting Party has indicated which
11 material it would like copied and produced. During the inspection and before the designation, all
12 of the material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –
13 OUTSIDE COUNSEL EYES ONLY.” After the inspecting Party has identified the documents
14 it wants copied and produced, the Producing Party must determine which documents, or portions
15 thereof, qualify for protection under this Order. Then, before producing the specified documents,
16 the Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY
17 CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY”) to each page that contains Protected
18 Material. If only a portion or portions of the material on a page qualifies for protection, the
19 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate
20 markings in the margins) and must specify, for each portion, the level of protection being
21 asserted.

22 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
23 Designating Party identify on the record, before the close of the deposition, hearing, or other
24 proceeding, all protected testimony and specify the level of protection being asserted. When it is
25 impractical to identify separately each portion of testimony that is entitled to protection and it
26 appears that substantial portions of the testimony may qualify for protection, the Designating
27 Party may invoke on the record (before the deposition, hearing, or other proceeding is concluded)
28 a right to have up to 30 days to identify the specific portions of the testimony as to which

1 protection is sought and to specify the level of protection being asserted. Only those portions of
2 the testimony that are appropriately designated for protection within the 30 days shall be covered
3 by the provisions of this Stipulated Protective Order. Alternatively, a Designating Party may
4 specify, at the deposition or up to 30 days afterwards if that period is properly invoked, that the
5 entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
6 OUTSIDE COUNSEL EYES ONLY.” In addition, when it appears that substantial portions of
7 the testimony may qualify for protection, the Designating Party may specify the portions of the
8 testimony for confidentiality protection by range of page numbers instead of line numbers.

9 Parties shall give the other parties at least two business days’ written notice if they
10 reasonably expect a deposition, hearing or other proceeding to include Protected Material so that
11 the other parties can ensure that only authorized individuals who have signed the
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those proceedings.
13 The use of a document as an exhibit at a deposition shall not in any way affect its designation as
14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY.”

15 Transcripts containing Protected Material shall have an obvious legend on the title page
16 that the transcript contains Protected Material, and the title page shall be followed by a list of all
17 pages (including line numbers as appropriate) that have been designated as Protected Material
18 and the level of protection being asserted by the Designating Party. The Designating Party shall
19 inform the court reporter of these requirements. Any transcript that is prepared before the
20 expiration of a 30-day period for designation shall be treated during that period as if it had been
21 designated “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY” in its entirety
22 unless otherwise agreed or stated on the record. After the expiration of that period, the transcript
23 shall be treated only as actually designated. For deposition transcripts created before entry of
24 this Stipulated Protective Order, the Designating Party will ask the original court reporter to enter
25 the appropriate list of Protected Material for each of their respective deponents in the transcript
26 and circulate the updated transcripts to the other Party.

27 (c) for information produced in some form other than documentary and for any other
28 tangible items, that the Producing Party affix in a prominent place on the exterior of the container

1 or containers in which the information or item is stored the legend “CONFIDENTIAL” or
2 “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY.” If only a portion or
3 portions of the information or item warrant protection, the Producing Party, to the extent
4 practicable, shall identify the protected portion(s) and specify the level of protection being
5 asserted.

6 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
7 designate qualified information or items does not, standing alone, waive the Designating Party’s
8 right to secure protection under this Order for such material. Upon timely correction of a
9 designation, the Receiving Party must make reasonable efforts to assure that the material is
10 treated in accordance with the provisions of this Order.

11 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12 6.1 Timing and Reason of Challenges. Any Party or Non-Party may challenge a
13 designation of confidentiality at any time. Unless a prompt challenge to a Designating Party’s
14 confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary
15 economic burdens, or a significant disruption or delay of the litigation, a Party does not waive
16 its right to challenge a confidentiality designation by electing not to mount a challenge promptly
17 after the original designation is disclosed.

18 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
19 process by providing written notice of each designation it is challenging and describing the basis
20 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written
21 notice must recite that the challenge to confidentiality is being made in accordance with this
22 specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in
23 good faith and must begin the process by conferring directly (in voice to voice and/or face to
24 face dialogue; other forms of communication are not sufficient) within 14 days of the date of
25 service of notice. In conferring, the Challenging Party must explain the basis for its belief that
26 the confidentiality designation was not proper and must give the Designating Party an
27 opportunity to review the designated material, to reconsider the circumstances, and, if no change
28 in designation is offered, to explain the basis for the chosen designation. A Challenging Party

1 may proceed to the judicial intervention stage of the challenge process only if it has engaged in
2 this meet and confer process first or establishes that the Designating Party is unwilling to
3 participate in the meet and confer process in a timely manner.

4 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
5 intervention, the Parties shall follow the ~~Magistrate Judge's procedures if discovery has been~~
6 ~~referred to the Magistrate Judge.~~ procedures for resolving discovery disputes set forth in Judge van Keulen's Civil and Discovery
Referral Matters Standing Order and present the dispute by filing a joint statement directed to
Judge van Keulen.

7 The burden of persuasion in any such challenge proceeding shall be on the Designating
8 Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose
9 unnecessary expenses and burdens on other parties) may expose the Challenging Party to
10 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to
11 file a motion to retain confidentiality as described above, all parties shall continue to afford the
12 material in question the level of protection to which it is entitled under the Producing Party's
13 designation until the court rules on the challenge.

14 7. ACCESS TO AND USE OF PROTECTED MATERIAL

15 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed
16 or produced by another Party or by a Non-Party in connection with this case only for prosecuting,
17 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only
18 to the categories of persons and under the conditions described in this Order. When the litigation
19 has been terminated, a Receiving Party must comply with the provisions of section 15 below
20 (FINAL DISPOSITION).

21 Protected Material must be stored and maintained by a Receiving Party at a location and
22 in a secure manner that ensures that access is limited to the persons authorized under this Order.

23 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered
24 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose
25 any information or item designated "CONFIDENTIAL" only to:

26 (a) the Receiving Party's Outside Counsel of Record in this action, as well as employees
27 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information
28 for this litigation;

1 (b) the officers, directors, and employees (including House Counsel) of the Receiving
2 Party to whom disclosure is reasonably necessary for this litigation and who have signed the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
5 reasonably necessary for this litigation and who have signed the “Acknowledgment and
6 Agreement to Be Bound” (Exhibit A);

7 (d) the court and its personnel;

8 (e) court reporters and their staff;

9 (f) professional jury or trial consultants (including mock jurors) and Professional Vendors
10 to whom disclosure is reasonably necessary for this litigation and who have signed the
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 (g) during their depositions, witnesses in the action to whom disclosure is reasonably
13 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
14 A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of
15 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must
16 be separately bound by the court reporter and may not be disclosed to anyone except as permitted
17 under this Stipulated Protective Order.

18 (h) the author or recipient of a document containing the information or a custodian or
19 other person who otherwise possessed or knew the information.

20 7.3 Disclosure of “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES
21 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in writing by
22 the Designating Party, a Receiving Party may disclose any information or item designated
23 “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY” only to:

24 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees
25 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information
26 for this litigation;

27 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for
28 this litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit

1 A), and (3) as to whom the procedures set forth in paragraph 7.4(a)(1), below, have been
2 followed;

3 (c) the court and its personnel;

4 (d) court reporters and their staff;

5 (e) professional jury or trial consultants (including mock jurors) and Professional
6 Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

8 (f) the author or recipient of a document containing the information or a custodian or
9 other person who otherwise possessed or knew the information.

10 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY
11 CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY” Information or Items to Experts.

12 (a)(1) Unless otherwise ordered by the court or agreed to in writing by the Designating
13 Party, a Party that seeks to disclose to an Expert (as defined in this Order) any information or
14 item that has been designated “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES
15 ONLY” pursuant to paragraph 7.3(c) first must make a written request to the Designating Party
16 that (1) identifies the general categories of “HIGHLY CONFIDENTIAL – OUTSIDE
17 COUNSEL EYES ONLY” information that the Receiving Party seeks permission to disclose to
18 the Expert, (2) sets forth the full name of the Expert and the city and state of his or her primary
19 residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the Expert’s current
20 employer(s), (5) identifies each person or entity from whom the Expert has received
21 compensation or funding for work in his or her areas of expertise or to whom the expert has
22 provided professional services, including in connection with a litigation, at any time during the
23 preceding five years,¹ and (6) identifies (by name and number of the case, filing date, and
24 location of court) any litigation in connection with which the Expert has offered expert
25 testimony, including through a declaration, report, or testimony at a deposition or trial, during

26 _____
27 ¹ If the Expert believes any of this information is subject to a confidentiality obligation to a third-
28 party, then the Expert should provide whatever information the Expert believes can be disclosed
without violating any confidentiality agreements, and the Party seeking to disclose to the Expert
shall be available to meet and confer with the Designating Party regarding any such engagement.

1 the preceding five years.

2 (b) A Party that makes a request and provides the information specified in the preceding
3 respective paragraphs may disclose the subject Protected Material to the identified Expert unless,
4 within 14 days of delivering the request, the Party receives a written objection from the
5 Designating Party. Any such objection must set forth in detail the grounds on which it is based.

6 (c) A Party that receives a timely written objection must meet and confer with the
7 Designating Party (through direct voice to voice dialogue) to try to resolve the matter by
8 agreement within seven days of the written objection. If no agreement is reached, the Party
9 seeking to make the disclosure to the Expert may file a motion as provided in Civil Local Rule
10 7 (and in compliance with Civil Local Rule 79-5, if applicable) seeking permission from the
11 court to do so. Any such motion must describe the circumstances with specificity, set forth in
12 detail the reasons why the disclosure to the Expert is reasonably necessary, assess the risk of
13 harm that the disclosure would entail, and suggest any additional means that could be used to
14 reduce that risk. In addition, any such motion must be accompanied by a competent declaration
15 describing the parties' efforts to resolve the matter by agreement (i.e., the extent and the content
16 of the meet and confer discussions) and setting forth the reasons advanced by the Designating
17 Party for its refusal to approve the disclosure.

18 In any such proceeding, the Party opposing disclosure to the Expert shall bear the burden
19 of proving that the risk of harm that the disclosure would entail (under the safeguards proposed)
20 outweighs the Receiving Party's need to disclose the Protected Material to its Expert.

21 8. PROSECUTION BAR

22 Absent written consent from the Producing Party, any individual who receives access to
23 "HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY" information shall not be
24 involved in the prosecution of patents or patent applications relating to the field of mechanical
25 and/or aspiration-based thrombectomy methods and systems, including without limitation the
26 patents asserted in this action and any patent or application claiming priority to or otherwise
27 related to the patents asserted in this action, before any foreign or domestic agency, including
28 the United States Patent and Trademark Office ("the Patent Office"). For purposes of this

1 paragraph, “prosecution” includes directly or indirectly drafting, amending, advising on claim
 2 language, or otherwise affecting the scope or maintenance of patent claims.² To avoid any doubt,
 3 “prosecution” as used in this paragraph does not include representing a party challenging or
 4 defending a patent before a domestic or foreign agency (including, but not limited to, a reissue
 5 protest, *ex parte* reexamination or *inter partes* review, post grant review, or covered business
 6 method review before the United States Patent and Trademark Office)³ and does not include
 7 providing legal advice regarding the validity, ownership, and assignment of patents and patent
 8 applications. This Prosecution Bar shall begin when access to “HIGHLY CONFIDENTIAL –
 9 OUTSIDE COUNSEL EYES ONLY” information is first received by the affected individual
 10 and shall end two (2) years after final termination of this action.

11 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
 12 LITIGATION

13 If a Party is served with a subpoena or a court order issued in other litigation that compels
 14 disclosure of any information or items designated in this action as “CONFIDENTIAL” or
 15 “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY” that Party must:

16 (a) promptly notify in writing the Designating Party. Such notification shall include a
 17 copy of the subpoena or court order;

18 (b) promptly notify in writing the party who caused the subpoena or order to issue in the
 19 other litigation that some or all of the material covered by the subpoena or order is subject to this
 20 Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

21 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
 22 Designating Party whose Protected Material may be affected.⁴

23
 24 ² Prosecution includes, for example, original prosecution, reissue and reexamination proceedings
 25 that involve amending claims.

26 ³ Except that any counsel defending a patent before a domestic or foreign agency and who is
 27 subject to this prosecution bar shall not participate in any way in amending claims or otherwise
 28 drafting any motion to amend any claims of the patent(s) that are subject to such proceedings.

⁴ The purpose of imposing these duties is to alert the interested parties to the existence of this
 Protective Order and to afford the Designating Party in this case an opportunity to try to protect
 its confidentiality interests in the court from which the subpoena or order issued.

1 If the Designating Party timely seeks a protective order, the Party served with the
2 subpoena or court order shall not produce any information designated in this action as
3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY”
4 before a determination by the court from which the subpoena or order issued, unless the Party
5 has obtained the Designating Party’s permission. The Designating Party shall bear the burden
6 and expense of seeking protection in that court of its confidential material – and nothing in these
7 provisions should be construed as authorizing or encouraging a Receiving Party in this action to
8 disobey a lawful directive from another court.

9 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN
10 THIS LITIGATION

11 (a) The terms of this Order are applicable to information produced by a Non-Party in
12 this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE
13 COUNSEL EYES ONLY.” Such information produced by Non-Parties in connection with this
14 litigation is protected by the remedies and relief provided by this Order. Nothing in these
15 provisions should be construed as prohibiting a Non-Party from seeking additional protections.

16 (b) In the event that a Party is required, by a valid discovery request, to produce a
17 Non-Party’s confidential information in its possession, and the Party is subject to an agreement
18 with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

- 19 1. promptly notify in writing the Requesting Party and the Non-Party that some or all
20 of the information requested is subject to a confidentiality agreement with a Non-
21 Party;
- 22 2. promptly provide the Non-Party with a copy of the Stipulated Protective Order in
23 this litigation, the relevant discovery request(s), and a reasonably specific description
24 of the information requested; and
- 25 3. make the information requested available for inspection by the Non-Party.

26 (c) If the Non-Party fails to object or seek a protective order from this court within 14
27 days of receiving the notice and accompanying information, the Receiving Party may produce
28 the Non-Party’s confidential information responsive to the discovery request. If the Non-Party

1 timely seeks a protective order, the Receiving Party shall not produce any information in its
2 possession or control that is subject to the confidentiality agreement with the Non-Party before
3 a determination by the court.⁵ Absent a court order to the contrary, the Non-Party shall bear the
4 burden and expense of seeking protection in this court of its Protected Material.

5 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

6 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
7 Material to any person or in any circumstance not authorized under this Stipulated Protective
8 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the
9 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
10 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were
11 made of all the terms of this Order, and (d) request such person or persons to execute the
12 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

13 12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
14 MATERIAL

15 When a Producing Party gives notice to Receiving Parties that certain inadvertently
16 produced material is subject to a claim of privilege or other protection, the obligations of the
17 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). If
18 information is produced in discovery that is subject to a claim of privilege or of protection as
19 trial-preparation material, the party making the claim may notify any party that received the
20 information of the claim and the basis for it. After being notified, a party must promptly return
21 or destroy the specified information and any copies it has and may not sequester, use or disclose
22 the information until the claim is resolved. This includes a restriction against presenting the
23 information to the court for a determination of the claim. This provision is not intended to modify
24 whatever procedure may be established in an e-discovery order that provides for production
25 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as
26

27 ⁵ The purpose of this provision is to alert the interested parties to the existence of confidentiality
28 rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality
interests in this court.

1 the parties reach an agreement on the effect of disclosure of a communication or information
2 covered by the attorney-client privilege or work product protection, the parties may incorporate
3 their agreement in the stipulated protective order submitted to the court.

4 13. MISCELLANEOUS

5 13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
6 seek its modification by the court in the future.

7 13.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
8 Order no Party waives any right it otherwise would have to object to disclosing or producing any
9 information or item on any ground not addressed in this Stipulated Protective Order. Similarly,
10 no Party waives any right to object on any ground to use in evidence of any of the material
11 covered by this Protective Order.

12 13.3 Export Control. Disclosure of Protected Material shall be subject to all applicable
13 laws and regulations relating to the export of technical data contained in such Protected Material,
14 including the release of such technical data to foreign persons or nationals in the United States
15 or elsewhere. The Producing Party shall be responsible for identifying any such controlled
16 technical data, and the Receiving Party shall take measures necessary to ensure compliance.

17 13.4 Filing Protected Material. Without written permission from the Designating Party
18 or a court order secured after appropriate notice to all interested persons, a Party may not file in
19 the public record in this action any Protected Material. A Party that seeks to file under seal any
20 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be
21 filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material
22 at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request
23 establishing that the Protected Material at issue is privileged, protectable as a trade secret, or
24 otherwise entitled to protection under the law. If a Receiving Party's request to file Protected
25 Material under seal pursuant to Civil Local Rule 79-5 is denied by the court, then the Receiving
26 Party may file the Protected Material in the public record pursuant to Civil Local Rule 79-5
27 unless otherwise instructed by the court.

28 13.5 Privileged Information Related to Experts: Pursuant to Federal Rule of Civil

1 Procedure 26(b)(4)(C), communications between each Party' counsel and the Party's Experts in
2 relation to this litigation are considered privileged and are protected from disclosure. In addition,
3 any draft work products prepared by the parties' Experts in relation to this litigation are
4 considered privileged and are protected from disclosure.

5 14. FINAL DISPOSITION

6 Within 60 days after the final disposition of this action, as defined in Section 4, each
7 Receiving Party must return all Protected Material to the Producing Party or destroy such
8 material. As used in this subdivision, "all Protected Material" includes all copies, abstracts,
9 compilations, summaries, and any other format reproducing or capturing any of the Protected
10 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must
11 submit a written certification to the Producing Party (and, if not the same person or entity, to the
12 Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all
13 the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party
14 has not retained any copies, abstracts, compilations, summaries or any other format reproducing
15 or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled
16 to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
17 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports,
18 attorney work product, and consultant and expert work product, even if such materials contain
19 Protected Material. Any such archival copies that contain or constitute Protected Material remain
20 subject to this Protective Order as set forth in Section 4 (DURATION).

21 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
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Dated: Feb. 18, 2025

KNOBBE MARTENS

PERKINS COIE LLP

By: /s/ Joshua J. Stowell

By: /s/ Daniel T. Keese

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**ATTORNEYS FOR PLAINTIFF
INARI MEDICAL, INC.**

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: February 19, 2025



Susan van Keulen
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
 [print or type full address], declare under penalty of perjury that I have read in its entirety and understand
 the Stipulated Protective Order that was issued by the United States District Court for the Northern District
 of California on [date] in the case of _____ **[insert formal name of the case and the number and
 initials assigned to it by the court]**. I agree to comply with and to be bound by all the terms of this
 Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me
 to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any
 manner any information or item that is subject to this Stipulated Protective Order to any person or entity
 except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
 Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order,
 even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
 _____ [print or type full address and telephone number] as my
 California agent for service of process in connection with this action or any proceedings related to
 enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____
 [printed name]

Signature: _____
 [signature]