

1 UNITED STATES DISTRICT COURT
2 CENTRAL DISTRICT OF CALIFORNIA
3 SOUTHERN DIVISION

3 COLIBRI HEART VALVE LLC,)
4 Plaintiff,) Case No. 8:20-cv-00847-DOC-JDE
5 v.) Hon. David O. Carter
6 MEDTRONIC COREVALVE LLC,)
7 Defendant.) **ORDER APPOINTING**
8) **TECHNICAL SPECIAL MASTER**
9) **[71-3]**

10 The Court held a status conference on November 17, 2020, at which the
11 attorneys for Plaintiff and Defendant (the “Parties”) agreed to the appointment of
12 David Keyzer as a Special Master for the Court in the above-captioned case.

13 It is hereby ORDERED that:

14 1. The Court hereby appoints David Keyzer to serve as the Technical
15 Special Master for the Court in the above-captioned consolidated cases.

16 Mr. Keyzer’s contact information is as follows:

17 David Keyzer
18 Law Office of David Keyzer, P.C.
19 5170 Golden Foothill Parkway
20 El Dorado Hills, CA 95762
(916) 243-5259
david@keyzerlaw.com

1 2. The Technical Special Master will be compensated at a rate of \$461
2 per hour. The Technical Special Master will apportion fees and expenses incurred
3 for his work on these matters equally between Plaintiff (one half) and Defendants
4 (one half, collectively, to be equally apportioned among the Defendants if there are
5 multiple Defendants). Payment will be due within 30 days of the Parties receiving
6 an invoice from the Technical Special Master.


7 3. The Parties understand that the Technical Special Master may provide
8 written work product to the Court confidentially and may meet with the Court in
9 person or by telephone confidentially.

10 4. The Parties are instructed to promptly provide to the Technical
11 Special Master, by e-mail at david@keyzerlaw.com or by electronic media,
12 courtesy copies of the following claim construction documents after they are filed
13 or served on the other side: (1) any joint claim construction chart or claim
14 construction prehearing statement; (2) any expert reports or declarations relating
15 to claim construction; and (3) claim construction briefing. The Parties shall also
16 promptly provide to the Technical Special Master courtesy copies of any summary
17 judgment briefing that relates to infringement, invalidity, any other matter affected
18 by claim construction, or any other matter related to technical issues in the above-
19 captioned cases. The Parties shall not provide paper copies to the Technical
20 Special Master unless directed to do so by the Technical Special Master.

1 5. The Technical Special Master will have authority to conduct a
2 *Markman* claim construction hearing, to set the date, time, location, and manner of
3 claim construction hearings, to conduct any status conferences that may be
4 appropriate to facilitate claim construction proceedings (either in person or by
5 telephone), to determine the manner of claim construction briefing (for example,
6 simultaneous briefing or sequential briefing), to set and to modify claim
7 construction briefing deadlines and other deadlines relating to claim construction
8 proceedings, to set and to modify page limits for claim construction briefing, to
9 enter orders resolving claim construction disputes, to issue a Report and
10 Recommendation as to claim construction, and to enter any other orders necessary
11 for the prompt and efficient conduct of claim construction proceedings.

12 6. The Technical Special Master may communicate with counsel in
13 person, by telephone, and/or by e-mail to direct actions by the Parties pursuant to
14 the authority set forth above and/or to obtain information relevant thereto. No
15 party shall communicate with the Technical Special Master *ex parte* without the
16 express consent or involvement of at least one counsel of record for each of the
17 other Parties.

18
19 DATED: November 24, 2020



Honorable David O. Carter
United States District Court