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NOTE: CHANGES MADE BY THE COURT

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

ILYA PODOBEDOV, JORDAN  
MOUSSOUROS and RICHARD N.  
JAMES, on behalf of themselves and all  
others similarly situated,

Plaintiffs,

vs.

LIVING ESSENTIALS, LLC,  
INNOVATION VENTURES, LLC d/b/a  
LIVING ESSENTIALS, MANOJ  
BHARGAVA and BIOCLINICAL  
DEVELOPMENT, INC.,

Defendants.

CASE NO. LACV11-6408 PSG (PLAx)

~~PROPOSED~~ AMENDED  
PROTECTIVE ORDER  
REGARDING CONFIDENTIAL  
INFORMATION



1 this litigation, and not for any business, competitive, or  
2 governmental purpose or function, and such Materials shall not be  
3 disclosed to anyone except as provided herein.

4 (c) As a further general guideline, Materials designated at “Highly  
5 Confidential Formula – For Attorneys’ Eyes Only” shall be those  
6 things that relate to a Party’s proprietary product formula that must  
7 be protected from disclosure. Absent a specific order from this  
8 Court, Materials designated as “Highly Confidential Formula – For  
9 Attorneys’ Eyes Only” shall be used by the Parties solely in  
10 connection with this litigation, and not for any business,  
11 competitive, or governmental purpose or function, and such  
12 Materials shall not be disclosed to anyone except as provided  
13 herein.

14 (d) “Protected Material” means any type or classification of Material  
15 that is designated as “Confidential,” “Highly Confidential,” or  
16 “Highly Confidential Formula – For Attorneys’ Eyes Only” by the  
17 Producing Person and that contains trade secrets, future business  
18 plans, information regarding products not released or announced to  
19 the public, nonpublic proprietary product development  
20 information, nonpublic proprietary product formula information,  
21 customer lists, nonpublic financial information, nonpublic business  
22 operations information of a confidential nature, personnel  
23 information in an employee’s confidential employment file, and/or  
24 information protected by the right to privacy. For purposes of  
25 clarification, a Producing Person may designate Material as  
26 “Highly Confidential” or “Highly Confidential Formula –  
27 Attorneys’ Eyes Only” only if the Producing Person believes in  
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1 good faith the Material contains extremely sensitive confidential  
2 information, including but not limited to information which is  
3 commercial, pricing, cost, or marketing information relating to the  
4 Producing Person or the Producing Person's commercial products  
5 or planned commercial products, or technical and research  
6 information or product formula information that is extremely  
7 sensitive. Publicly available information is not Protected Material.  
8 The Parties cannot reasonably anticipate all information that will  
9 be requested and produced in this action, and they therefore reserve  
10 the right to designate as Protected Material any document or  
11 category of information that they in good faith believe is entitled to  
12 the designation even if it is not expressly mentioned in the  
13 definition above.

14 (e) "Confidential Information" means any information contained in  
15 Protected Material, as defined above, and only the limited portions  
16 of briefs, memoranda, exhibits, or testimony, or the limited  
17 portions of any other writing filed with the Court that mentions,  
18 discusses, or refers to any Protected Material.

19 (f) "Material" means papers, documents, tapes, testimony, and other  
20 information produced, given, or filed during discovery or other  
21 proceedings in this action, including, but not limited to, answers to  
22 interrogatories, responses to requests for admissions, deposition  
23 testimony, information provided during any settlement discussions,  
24 and all copies, excerpts, summaries, and information derived from  
25 any such papers or documents.

26 (g) "Person" means a natural person, firm, association, organization,  
27 partnership, business, public entity, or other person acting on  
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1                   behalf of such person.

2                   (h) “Party” or “Parties” means Living Essentials, LLC, Innovation  
3                   Ventures, LLC, Manoj, Bhargava, Bio Clinical Development, Inc.,  
4                   Ilya Podobedov, Jordan Moussouros, and Richard N. James, or any  
5                   other Person who is joined in this action as a party.

6                   (i) “Producing Person” means any Person, as defined above,  
7                   producing or disclosing Material in this action.

8                   (j) “Discovering Party” means any Party that requests and receives  
9                   Materials in this action through the discovery process.

10                  (k) “Lead Counsel” means the law firm(s) specifically appointed by  
11                  the Court to serve as lead counsel in this action. For purposes of  
12                  clarification, Lead Counsel for the plaintiffs in this action shall  
13                  mean the counsel appointed by the Court pursuant to Fed. R. Civ.  
14                  P. 23(g)(1) or 23(g)(3) and, until such appointment, the law firms  
15                  of Bursor & Fisher, P.A. and Faruqi & Faruqi LLP.

16                  3.       **Designation of Protected Material.** A Producing Party may  
17                  designate discovery Material as “Confidential,” “Highly Confidential,” or “Highly  
18                  Confidential Formula – Attorneys’ Eyes Only” in the following manner:

19                  (a) Designation of Documents: Any document (defined herein as  
20                  including, but not limited to: exhibits, documents and things  
21                  (including computer diskettes and other storage media) produced in  
22                  response to discovery requests, interrogatory responses, responses  
23                  to requests for admission, motions, briefs, memoranda, and copies  
24                  of any of the foregoing) produced or given by any Producing  
25                  Person during discovery, hearings, or trial in this case which sets  
26                  forth or contains any Confidential Information may be so  
27                  designated by affixing the legend “Confidential,” “Highly  
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1 Confidential,” or “Highly Confidential Formula – Attorneys’ Eyes  
2 Only” as applicable, on each page containing Confidential  
3 Information at the time such document is produced or provided, or  
4 as soon thereafter as the Producing Person seeking protection  
5 becomes aware of the confidential nature of the document.

6 (b) Designation of Deposition Testimony: Deposition testimony may  
7 be designated “Confidential,” “Highly Confidential,” or “Highly  
8 Confidential Formula – Attorneys’ Eyes Only” by oral designation  
9 on the record, or within ten (10) days after the transcript of such  
10 deposition is mailed to the designating Person. The designating  
11 Person shall instruct the court reporter to separately bind the  
12 portions of the deposition transcript so designated, and to stamp the  
13 word “Confidential,” “Highly Confidential,” or “Highly  
14 Confidential Formula – Attorneys’ Eyes Only” as applicable, on  
15 each designated page of the transcript. Pending expiration of this  
16 ten-day period, all Parties shall treat all deposition testimony and  
17 exhibits as if they had been designated as “Highly Confidential.”

18 (c) Treatment of Court-Filed Materials. A Party that intends to file  
19 with the Court any information that another Party or non-party has  
20 designated as “Confidential,” “Highly Confidential,” or “Highly  
21 Confidential Formula – Attorneys’ Eyes Only” shall comply with  
22 the sealing and lodging requirements of the Court’s Local Rules,  
23 **and must sow good cause for the under seal filing**. Further, if a  
24 Party intends to file material designated “Highly Confidential  
25 Formula – Attorneys’ Eyes Only” with the Court, such Party shall  
26 provide notice to the Producing Person at least one (1) hour prior to  
27 filing. Where only a portion of the submission or filing contains  
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1 Confidential Information, only that portion shall be filed under  
2 seal. The parties shall keep in confidence all copies of such  
3 Materials as provided in this Order.

4 4. **Treatment of Protected Material.** Material designated “Highly  
5 Confidential Formula – Attorneys’ Eyes Only” may not be disclosed except as set  
6 forth in paragraph 5 below. Material designated “Highly Confidential” may not be  
7 disclosed except as set forth in paragraph 6 below. Material designated  
8 “Confidential” may not be disclosed except as set forth in paragraph 7 below.  
9 Protected Material shall be kept in secure facilities, and access to those facilities  
10 shall be permitted only to those Persons having proper access thereto under this  
11 Protective Order. Protected Material shall be used solely for the purposes of this  
12 litigation and shall not be used for any business or other purpose. The restrictions  
13 on use of Protected Material set forth in this Order shall survive the conclusion of  
14 the litigation, and, after conclusion of this litigation, the Court shall retain  
15 jurisdiction for the purpose of enforcing this Protective Order.

16 5. **Material Designated “Highly Confidential Formula – Attorneys’**  
17 **Eyes Only.”**

18 The Producing Person shall provide Lead Counsel with one (1) copy of  
19 material designated “Highly Confidential Formula – Attorneys’ Eyes Only.” The  
20 Producing Person shall provide Lead Counsel with up to four (4) additional copies,  
21 for use by independent consultants or experts, upon request.

22 The Producing Person shall provide documents designated “Highly  
23 Confidential Formula – Attorneys’ Eyes Only” in the following physical format:

- 24 (a) Such documents shall be printed on copy-resistant paper;
- 25 (b) Such documents shall be produced in a plastic binder;
- 26 (c) At the discretion of the Producing Person, information contained in  
27 such documents, that is otherwise maintained by the Producing  
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1                    Person on a single page (or consecutive pages), may be produced  
2                    with page separators so as to avoid ease of reproduction;

3                    Material designated “Highly Confidential Formula – Attorneys’ Eyes Only”  
4 shall be handled in the following manner:

5                    (a) All persons (excepting Court personnel) receiving documents  
6                    designated “Highly Confidential Formula – Attorneys’ Eyes Only”  
7                    shall secure those documents in a locked safe;

8                    (b) All persons (excepting Court personnel) receiving documents  
9                    designated “Highly Confidential Formula – Attorneys’ Eyes Only”  
10                   shall not copy, scan, or otherwise reproduce, those documents;

11                   (c) All persons (excepting Court personnel) receiving documents  
12                   designated “Highly Confidential Formula – Attorneys’ Eyes Only”  
13                   shall not transcribe (by hand or otherwise) any such document,  
14                   except: (1) as necessary in connection with sealed filings with the  
15                   Court; or (2) as necessary in connection with attorney document  
16                   review. Regardless of the foregoing exceptions, persons shall not  
17                   completely transcribe any document that is designated “Highly  
18                   Confidential Formula – Attorneys’ Eyes Only.”

19                   (d) Lead Counsel, and any consultant(s) or expert(s), receiving  
20                   documents designated “Highly Confidential Formula – Attorneys’  
21                   Eyes Only” shall maintain a log that records access to those  
22                   documents. The log shall include the: (1) name of the person(s)  
23                   accessing the document(s); (2) bates number(s) of the document(s);  
24                   (3) date and time that document(s) was removed from the safe; and  
25                   (4) date and time that the document(s) was returned to the safe.

26                   The Producing Party shall not be entitled to receive a copy of any  
27                   log recording access to documents designated “Highly Confidential  
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1 Formula – Attorneys’ Eyes Only” unless ordered by the Court  
2 upon a showing that such documents were likely not maintained in  
3 accordance with the terms of this Protective Order.

4 Unless otherwise ordered by the Court, material designated “Highly  
5 Confidential Formula – Attorneys’ Eyes Only” may be disclosed only to the  
6 following:

- 7 (a) Counsel of record for any Party, including any attorneys at their  
8 law firms to whom it is necessary that the information be disclosed  
9 for the purposes of this litigation;
- 10 (b) Court personnel, including stenographic reporters engaged in such  
11 proceedings as are necessarily incident to preparation for trial and  
12 trial of this action;
- 13 (c) Not more than four (4) independent consultants or experts, retained  
14 in connection with this action, provided that each such person first  
15 acknowledges in writing, under oath, that he or she has read this  
16 Protective Order and agrees to be bound by its terms, and provided  
17 further that such person first acknowledges that she/he is not  
18 employed by, or otherwise involved in the decision-making process  
19 of, a business competitor of the Producing Person. This  
20 acknowledgment shall be made by execution of the Declaration  
21 attached hereto as Exhibit A. The attorneys of record for the  
22 Discovering Party will inform the Producing Person prior to  
23 disclosure to the independent consultant or expert that the material  
24 will be provided to an independent consultant or expert, and that  
25 the independent consultant or expert has agreed not to disclose the  
26 material to anyone other than counsel of record for any Party. The  
27 identities of the experts or consultants need not be provided to the  
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1                   opposing party in advance of disclosure. All such written  
2                   acknowledgments shall be maintained by counsel making the  
3                   disclosure of the Protected Material, and shall be provided to the  
4                   opposing Party’s counsel at the conclusion of this action, upon  
5                   request. If it becomes necessary for a party to show the  
6                   information to more than four experts, it must first seek permission  
7                   from the opposing party. If such permission is denied, the party  
8                   seeking further disclosure may move the Court; **pursuant to Local**  
9                   **Rule 37**

10                   (d) Personnel directly assisting independent consultants or experts to  
11                   whom disclosure is reasonably necessary in connection with this  
12                   litigation, provided that each such person first acknowledges in  
13                   writing, under oath, that he or she has read the Protective Order  
14                   and agrees to be bound by its terms, and provided further that such  
15                   person first acknowledges that she/he is not employed by, or  
16                   otherwise involved in the decision-making process of, a business  
17                   competitor of the Producing Person. This acknowledgment shall  
18                   be made by execution of the Declaration attached hereto as Exhibit  
19                   A; and

20                   (e) Any other Person to whom the Producing Person agrees in writing.

21                   For depositions, copies of “Highly Confidential Formula – Attorneys’ Eyes  
22                   Only” documents that are marked as deposition exhibits shall not be provided to  
23                   the court reporter or attached to deposition transcripts; rather, the deposition record  
24                   will identify the exhibit by its production numbers. Documents designated “Highly  
25                   Confidential Formula – Attorneys’ Eyes Only” shall not be shown to deponents  
26                   unless: (1) the deponent is an expert or consultant testifying on behalf of a party in  
27                   this case; or (2) the deponent has previously read the document. The Producing  
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1 Person shall, at least one (1) week prior to a scheduled deposition, inform Lead  
2 Counsel as to whether the deponent has previously read documents designated  
3 “Highly Confidential Formula – Attorneys’ Eyes Only.”

4 Nothing in this Order shall prohibit a Party, or Persons employed or formerly  
5 employed by or affiliated with such Party, from reviewing the Materials it  
6 designates as “Highly Confidential Formula – Attorneys’ Eyes Only”, or from  
7 reviewing any Materials it has authored or on which it is identified as a recipient.

8 Except as otherwise specifically noted, all procedures in the remaining  
9 paragraphs of this Protective Order that govern the treatment of information  
10 designated as Confidential or Highly Confidential shall also govern the treatment  
11 of information designated as “Highly Confidential Formula – Attorneys’ Eyes  
12 Only.” If a provision provides for different treatment of information designated as  
13 Confidential and Highly Confidential, then the “Highly Confidential Formula –  
14 Attorneys’ Eyes Only” information shall be entitled to the higher level of  
15 protection.

16 6. **Access to Material Designated “Highly Confidential.”** Material  
17 designated “Highly Confidential” may be disclosed only to the following:

- 18 (a) Counsel of record for any Party, including in-house counsel;  
19 (b) Paralegal, stenographic, clerical, and secretarial personnel regularly  
20 employed by counsel listed in (a) above;  
21 (c) Court personnel, including stenographic reporters engaged in such  
22 proceedings as are necessarily incident to preparation for trial and  
23 trial of this action;  
24 (d) Personnel of copy service firms or attorney service firms retained  
25 by counsel listed in (a) above in connection with this action;  
26 (e) Any independent consultant or expert, retained in connection with  
27 this action, provided that each such person first acknowledges in  
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1 writing, under oath, that he or she has read this Protective Order  
2 and agrees to be bound by its terms, and provided further that such  
3 person first acknowledges the she/he does not have a business or  
4 competitive conflict with any Party. This acknowledgment shall be  
5 made by execution of the Declaration attached hereto as Exhibit A.  
6 All such written acknowledgments shall be maintained by counsel  
7 making the disclosure of the Protected Material, and shall be  
8 provided to the opposing Party's counsel at the conclusion of this  
9 action, upon request; and

10 (f) Any other Person to whom the Producing Person agrees in writing.  
11 Nothing in this Order shall prohibit a Party, or Persons employed or formerly  
12 employed by or affiliated with such Party, from reviewing the Materials it  
13 designates as Highly Confidential, or from reviewing any Materials it has authored  
14 or on which it is identified as a recipient.

15 7. **Access to Material Designated "Confidential."** Material designated  
16 "Confidential" may be disclosed to any Person listed in paragraphs 5 and 6 above  
17 and, in addition, may be disclosed to a Party; any officer, director, employee, or  
18 former employee of a Party; or to any officer, director, employee, or former  
19 employee of a parent, subsidiary, or affiliate of a Party, disclosure to whom counsel  
20 believes in good faith is necessary to assist in the prosecution or defense of this  
21 action, provided that such Person agrees to maintain the confidentiality of the  
22 information disclosed in accordance with the terms of this Protective Order by  
23 execution of the Declaration attached hereto as Exhibit A.

24 8. **Examination of Third Party Witnesses.** Any Person may be  
25 examined as a witness during a deposition concerning any Protected Material that  
26 appears on its face or from other documents or testimony to have been received or  
27 authored by that Person. During examination, an examining Party may show such  
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1 a witness such Protected Material. If a Party wishes to examine a witness during a  
2 deposition concerning any Protected Material of another Person, and the witness  
3 has not previously received, authored, or otherwise had lawful access to such  
4 Protected Material, the examining Party shall first obtain the consent of the  
5 Producing Person who designated the Material, or their attorneys, if any, and shall  
6 require the witness to agree to maintain the confidentiality of the Protected  
7 Material in accordance with the terms of this Protective Order by execution of the  
8 Declaration attached hereto as Exhibit A.

9       **9. Challenging Confidentiality Designations.** By entering into this  
10 Protective Order, no Party concedes that any Material designated as Protected  
11 Material has been properly so designated. Should any Party object to any  
12 confidentiality designation, the objecting Party shall provide written notice of the  
13 basis for such objection to the Producing Party and shall attempt in good faith to  
14 resolve the objection informally with the Producing Party as soon as practicable. If  
15 the objection cannot be informally resolved within a reasonable time, the objecting  
16 Party may move for an order determining whether the Materials are properly  
17 designated, pursuant to Local Rule 37-1, et seq. Until a motion is filed and  
18 resolved by the Court, all such Materials shall be treated as Protected Materials.  
19 The foregoing is without prejudice to the right of any Person to apply to the Court  
20 for modification of this Protective Order or for a further protective order relating to  
21 Confidential Information.

22       **10. Confidentiality Obligations to Third Parties.** In the event that  
23 information in the possession or control of a Person from whom discovery is  
24 sought involves the confidentiality rights of a non-party or that its disclosure would  
25 violate a Protective Order issued in another action, the Person with possession or  
26 control of the information will attempt to obtain the consent of the non-party to  
27 disclose the information subject to the terms of this Protective Order. If the  
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1 consent of the non-party cannot be obtained, the Person will notify the Party  
2 seeking discovery of: (a) the existence of the information without producing such  
3 information; and (b) the identity of the non-party (provided, however, that such  
4 disclosure of the identity of the non-party in and of itself does not violate any  
5 confidentiality obligation). The Party seeking discovery may then make further  
6 application to the non-party or seek other means to obtain such information.

7       **11. Inadvertent Disclosure of Confidential Information.** Inadvertent  
8 failure to designate as Protected Material any information pursuant to this Order  
9 shall not constitute a waiver of any otherwise valid claim for protection thereof, so  
10 long as such designation is asserted promptly following discovery of the  
11 inadvertent failure. At such time, arrangements shall be made for the Producing  
12 Party to appropriately mark the information in accordance with this Order.

13       **12. Inadvertent Disclosure of Privileged Information.** The production  
14 (or making available for inspection) of Material without an express written notice  
15 of intent to waive the attorney-client privilege or work product immunity or any  
16 other applicable privilege or immunity from discovery shall not constitute a waiver  
17 of the attorney-client privilege or work product immunity or any other applicable  
18 privilege or immunity from discovery, so long as the Producing Person informs the  
19 Receiving Person of the identity of the Materials the Producing Person contends  
20 are privileged, reasonably promptly after the Producing Person becomes aware of  
21 the specific Materials that were allegedly inadvertently produced. If the Receiving  
22 Person becomes aware of specific Materials that it believes may be subject to a  
23 claim of privilege by the Producing Person, the Receiving Person shall timely  
24 notify the Producing Person of these specific Materials. Upon being made aware  
25 of these Materials, the Producing Person shall timely designate any such Materials  
26 as within the attorney-client privilege or work product immunity or any other  
27 applicable privilege or immunity and request return of such Materials to the  
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1 Producing Person. Upon request by the Producing Person, the Receiving Person  
2 shall immediately return all copies of such inadvertently produced Material(s), and  
3 shall otherwise comply with the provisions of Federal Rule of Civil  
4 Procedure 26(b)(5)(B). Nothing herein shall prevent the Receiving Person from  
5 challenging the propriety of the attorney-client privilege or work product immunity  
6 or other applicable privilege or immunity designation by submitting a written  
7 challenge to the Court, but any such challenge shall not assert as a basis the fact or  
8 circumstances of the inadvertent production. If a claim is disputed, the Receiving  
9 Person shall not use or disclose Materials for which a claim of privilege or  
10 immunity is made pursuant to this paragraph for any purpose until the matter is  
11 resolved by agreement of the parties or by the Court. This Order constitutes a party  
12 agreement within the meaning of Federal Rule of Evidence 502(e), and upon  
13 adoption by the Court a court order within the meaning of Federal Rule of  
14 Evidence 502(d), and thus supersedes any inconsistent provisions of Federal Rule  
15 of Evidence 502(b).

16       13.    **Conclusion of Action.** This Protective Order, insofar as it restricts  
17 the communication and use of Confidential Information, shall continue to be  
18 binding throughout and after the conclusion of this action, including any appeals.  
19 At the conclusion of this action, including appeals, counsel for each Party shall  
20 either return to the Producing Person or destroy all Protected Materials, and shall  
21 designate in writing that all such materials have in fact been returned or destroyed.  
22 Notwithstanding the foregoing, counsel for the Parties need not return or destroy  
23 any Protected Material that becomes a part of the Court record in this action, by use  
24 as a trial exhibit, inclusion in a court filing, inclusion in any record on appeal, or  
25 otherwise.

26       14.    **Inadmissibility.** This Protective Order, the fact of its adoption or  
27 entry, and any provision of this Protective Order or attached form shall not be  
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1 admissible for any purpose of this litigation, except to the extent necessary to  
2 enforce its terms. In any such enforcement proceeding, the prevailing party shall  
3 recover its reasonable attorneys' fees and expenses in maintaining such proceeding.

4       **15. Reservation of Objections to Production.** Nothing in this Protective  
5 Order shall be construed as an agreement to produce any Material, or as a waiver of  
6 any objections to the production of that Material.

7       **16. Miscellaneous.** Nothing in this Protective Order shall preclude any  
8 party from making any claim of privilege as to any information requested by  
9 another party. Failure to designate Material as Protected Material shall not  
10 constitute a waiver of any other claim of privilege.

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IT IS SO ORDERED.

Dated: March 18, 2013



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Paul L. Abrams  
United States Magistrate Judge

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# EXHIBIT A

1 Gerald E. Hawxhurst (Bar No. 220327)  
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2 Daryl M. Crone (Bar No. 209610)  
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Telephone: (925) 300-4455  
11 Facsimile: (925) 407-2700

12 Attorneys for Plaintiffs

13  
14 UNITED STATES DISTRICT COURT  
15 CENTRAL DISTRICT OF CALIFORNIA  
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17 ILYA PODOBEDOV, JORDAN  
18 MOUSSOUROS and RICHARD N.  
JAMES, on behalf of themselves and all  
19 others similarly situated,

20 Plaintiffs,

21 vs.

22 LIVING ESSENTIALS, LLC,  
INNOVATION VENTURES, LLC d/b/a  
23 LIVING ESSENTIALS, MANOJ  
BHARGAVA and BIOCLINICAL  
24 DEVELOPMENT, INC.,

25 Defendants.  
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CASE NO. CV-11-6408 PSG (PLAx)

**DECLARATION RE:  
CONFIDENTIALITY  
AGREEMENT**

1 I, \_\_\_\_\_, declare as follows:

2 1. My address is:

3 \_\_\_\_\_.

4 2. I have received a copy of the Amended Protective Order Re:  
5 Confidential Information (“Protective Order”) entered by the United States District  
6 Court in this lawsuit.

7 3. I have carefully read and I know the contents of the Amended  
8 Protective Order, and I agree to be bound by it. I specifically understand and agree  
9 that I shall not use or disclose, in public or private, any Protected Materials or  
10 Confidential Information or information derived therefrom without the prior  
11 written consent of the designating Party or as otherwise set forth in the Protective  
12 Order or permitted or required by an order of the Court. I agree that I will not keep  
13 any originals or copies of any Materials designated “Confidential,” “Highly  
14 Confidential,” or “Highly Confidential Formula – Attorneys’ Eyes Only” for any  
15 purpose, unless such Materials were in my possession prior to the commencement  
16 of this litigation.

17 4. I further confirm that I am not aware of any business or competitive  
18 conflict of interest that exists between me and any party to this action, other than  
19 any conflict that may be deemed to exist because of my position as a potential  
20 witness in this case. I further confirm that I will not disclose to any third parties  
21 any part of the Confidential Information that may be provided to me in this action,  
22 including summaries or abstracts of such information.

23 5. Apart from my position as a potential witness, expert or consultant in  
24 this case, I am not employed by, or otherwise involved in the decision-making  
25 process of, a business competitor of any party to this action.

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6. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

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

Name: \_\_\_\_\_

Date: \_\_\_\_\_