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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

LIFTAG SPORT, LLC, a Delaware limited liability company,	)	Case No.: 2:15-cv-7354-BRO(AFMx)
	)	
Plaintiff,	)	<b><u>DISCOVERY MATTER</u></b>
	)	
v.	)	<b><u>[PROPOSED] ORDER APPROVING</u></b>
	)	<b><u>STIPULATION FOR PROTECTIVE</u></b>
NUTREX RESEARCH, INC., a Florida Corporation, and DOES 1 through 10, inclusive,	)	<b><u>ORDER</u></b>
	)	COMPLAINT FILED: September 18, 2015
	)	TRIAL DATE: November 15, 2016
Defendants.	)	
	)	
	)	

Plaintiff Liftag Sport, LLC (“Plaintiff”) and Defendant Nutrex Research, Inc. (“Defendant”), by their undersigned counsel, hereby stipulate to entry of the following protective order (“Protective Order”) pursuant to Fed. R. Civ. P. 26(c):

**1. PURPOSES AND LIMITATIONS**

The parties to this litigation are competitors in the dietary supplement industry and one or both of the parties possess highly confidential information concerning pricing, sales terms, customer identity or other matters that have substantial competitive value because they are maintained as confidential. Disclosure and discovery activity in this

1 action will likely involve the production of this confidential, proprietary, or private  
2 information for which special protection from public disclosure and from use for any  
3 purpose other than prosecuting this litigation may be warranted. Accordingly, the parties  
4 hereby stipulate to and petition the Court to enter the following Stipulated Protective  
5 Order. The parties acknowledge that this Stipulated Protective Order does not confer  
6 blanket protections on all disclosures or responses to discovery and that the protection it  
7 affords from public disclosure and use extends only to the limited information or items  
8 that are entitled to confidential treatment under the applicable legal principles. The  
9 parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated  
10 Protective Order does not entitle them to file confidential information under seal; Civil  
11 Local Rule 79-5 sets forth the procedures that must be followed and the standards that  
12 will be applied when a party seeks permission from the Court to file material under seal.

## 13 **2. DEFINITIONS**

14 2.1 Challenging Party: a Party or Non-Party that challenges the designation of  
15 information or items under this Stipulated Protective Order.

16 2.2 “CONFIDENTIAL”: The designation “CONFIDENTIAL” may be applied  
17 by a party to this ACTION or third party to any type of information which that party or  
18 third party believes in good faith to contain trade secrets, competitively sensitive  
19 technical, marketing, financial, or sales information or other proprietary or confidential  
20 business information, private or confidential personal information, or information  
21 received in confidence from a third party.

22 2.3 Counsel (without qualifier): Outside Counsel of Record, Consulting  
23 Counsel and House Counsel (as well as their support staff).

24 2.4 Designating Party: a Party or Non-Party that designates information or  
25 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL”  
26 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

27 2.5 Disclosure or Discovery Material: all items or information, regardless of the  
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1 medium or manner in which it is generated, stored, or maintained (including, among  
2 other things, testimony, transcripts, and tangible things), that are produced or generated  
3 in disclosures or responses to discovery in this matter.

4 2.6 Expert: a person with specialized knowledge or experience in a matter  
5 pertinent to the litigation who (1) has been retained by a Party or its Counsel to serve as  
6 an expert witness or as a consultant in this action, and (2) is not a current employee of a  
7 Party or of a Party's competitor.

8 2.7 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information  
9 or Items: extremely sensitive "Confidential Information or Items," disclosure of which to  
10 another Party or Non-Party would create a substantial risk of serious harm that could not  
11 be avoided by less restrictive means.

12 2.8 House Counsel: attorneys who are employees of a party to this action.  
13 House Counsel does not include Outside Counsel of Record, Consulting Counsel or any  
14 other outside counsel.

15 2.9 Non-Party: any natural person, partnership, corporation, association, or  
16 other legal entity not named as a Party to this action.

17 2.10 Outside Counsel of Record: attorneys who are not employees of a party to  
18 this action but are retained to represent or advise a party to this action and have appeared  
19 in this action on behalf of that party or are affiliated with a law firm which has appeared  
20 on behalf of that party, including support staff of Outside Counsel of Record.

21 2.11 Party: any party to this action, including all of its officers, directors,  
22 employees, consultants, retained experts, and Outside Counsel of Record (and their  
23 support staffs).

24 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
25 Discovery Material in this action.

26 2.13 Professional Vendors: persons or entities that provide litigation support  
27 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
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1 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
2 their employees and subcontractors.

3 2.14 Protected Material: any Disclosure or Discovery Material that is designated  
4 as “HIGHLY CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’  
5 EYES ONLY.”

6 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
7 from a Producing Party.

### 8 **3. SCOPE AND STATEMENT OF GOOD CAUSE**

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

25 The parties contend that they will be producing information that qualifies for  
26 protection as “confidential” because such information includes personal, private,  
27 proprietary information of, without limitation, private payment information and the  
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1 terms of private contracts to which one or more of the parties to this lawsuit are parties  
2 that contain private business information. The public disclosure of such information will,  
3 among other things, provide (i) specific personal information, including about payments  
4 that are private and should remain so, and (ii) specific information to competitors of the  
5 parties and to others who may in the future negotiate with one or more of the parties to  
6 this lawsuit and, thereby, would provide them with a competitive advantage but for the  
7 entry of this Stipulated Protective Order.

#### 8 **4. DURATION**

9 Even after “Final Disposition” of this litigation, the confidentiality obligations  
10 imposed by this Stipulated Protective Order shall remain in effect until a Designating  
11 Party agrees otherwise in writing or a Court order otherwise directs. “Final Disposition”  
12 shall be deemed to be the later of (1) dismissal of all claims and defenses in this action,  
13 with or without prejudice; and (2) final judgment herein after the completion and  
14 exhaustion of, or, if applicable, expiration of the right to pursue, all appeals, rehearings,  
15 remands, trials, or reviews of this action, including the time limits for filing any motions  
16 or applications for extension of time pursuant to applicable law.

#### 17 **5. DESIGNATING PROTECTED MATERIAL**

18 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
19 Party or Non-Party that designates information or items for protection under this  
20 Stipulated Protective Order must take care to limit any such designation to specific  
21 Disclosure or Discovery Material that qualifies so that other portions of the Disclosure or  
22 Discovery Material for which protection is not warranted are not swept unjustifiably  
23 within the ambit of this Stipulated Protective Order. Mass, indiscriminate, or routinized  
24 designations are prohibited. Designations that are shown to be clearly unjustified or that  
25 have been made for an improper purpose (e.g., to unnecessarily encumber or impede the  
26 case development process or to impose unnecessary expenses and burdens on other  
27 parties) are not permitted and expose the Designating Party to sanctions if such improper  
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1 designations are not reasonably withdrawn or corrected upon request by the Receiving  
2 Party. If after designating Disclosure or Discovery Material as Protected Material, the  
3 Designating Party believes that specific Disclosure or Discovery Material that it so  
4 designated does not qualify for protection, that Designating Party shall promptly notify  
5 all other parties that it is withdrawing the mistaken designation.

6 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
7 Stipulated Protective Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as  
8 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for  
9 protection under this Order must be clearly designated before the material is disclosed or  
10 produced. Designation in conformity with this Stipulated Protective Order requires:

11 (a) for information in documentary form (*e.g.*, paper or electronic documents, but  
12 excluding transcripts of depositions or other pretrial or trial proceedings), that the  
13 Producing Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
14 ATTORNEYS’ EYES ONLY” to each page that contains protected material.

15 A Party or Non-Party that makes original documents or materials available for  
16 inspection need not designate them for protection until after the inspecting Party has  
17 indicated which material it would like copied and produced. During the inspection and  
18 before the designation, all of the material made available for inspection shall be deemed  
19 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has  
20 identified the documents it wants copied and produced, the Producing Party must  
21 determine which documents, or portions thereof, qualify for protection under this  
22 Stipulated Protective Order. Then, before producing the specified documents, the  
23 Producing Party must affix the appropriate legend (*i.e.* “CONFIDENTIAL” or  
24 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that  
25 contains Protected Material.

26 (b) for testimony given in deposition or other pretrial proceedings, that the  
27 Designating Party either:  
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1 (i) identify on the record, before the close of the deposition or other  
2 pretrial proceeding, all “CONFIDENTIAL” or “HIGHLY  
3 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” testimony, by  
4 specifying all portions of the Testimony that qualify as  
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
6 ATTORNEYS’ EYES ONLY;” or

7 (ii) designate the entirety of the testimony at the deposition or pretrial  
8 proceeding as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
9 ATTORNEYS’ EYES ONLY” (before the deposition or pretrial  
10 proceeding is concluded) with the right to identify more specific  
11 portions of the testimony as to which protection is sought within 10  
12 days following receipt of the transcript of the testimony. In  
13 circumstances where portions of the deposition or other pretrial  
14 testimony are designated for protection, the transcript pages  
15 containing “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
16 ATTORNEYS’ EYES ONLY” Information may be separately bound  
17 by the court reporter, who must affix to the top of each page the  
18 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
19 ATTORNEYS’ EYES ONLY,” as instructed by the Designating  
20 Party.

21 (c) for information produced in some form other than documentary and for any  
22 other tangible items, that the Producing Party affix in a prominent place on the exterior  
23 of the container or containers in which the information or item is stored the legend  
24 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”  
25 If only a portion or portions of the information or item warrant protection, the Producing  
26 Party, to the extent practicable, shall identify the protected portion(s).

27 5.3 Inadvertent Failures to Designate. If corrected by written notice to all  
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1 Receiving Parties provided promptly after the Designating Party learns of the Disclosure  
2 or Discovery Material that should have been designated, an inadvertent failure to  
3 designate qualified information or items does not waive the Designating Party's right to  
4 secure protection under this Stipulated Protective Order for such material (and for any  
5 other information concerning the same or related subject matter). Upon timely correction  
6 of a designation, the Receiving Parties must make reasonable efforts to assure that the  
7 material is treated in accordance with the provisions of this Stipulated Protective Order.

8 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

9 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation  
10 of confidentiality at any time that is consistent with the Court's Scheduling Order.  
11 Unless a prompt challenge to a Designating Party's confidentiality designation is  
12 necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or  
13 a significant disruption or delay of the litigation, a Party does not waive its right to  
14 challenge a confidentiality designation by electing not to mount a challenge promptly  
15 after the original designation is disclosed.

16 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
17 process by providing written notice of each designation it is challenging and describing  
18 the basis for each challenge. To avoid ambiguity as to whether a challenge has been  
19 made, the written notice must recite that the challenge to confidentiality is being made in  
20 accordance with this Stipulated Protective Order. The parties shall attempt to resolve  
21 each challenge in good faith and must begin the process by conferring directly (in voice  
22 to voice dialogue; other forms of communication are not sufficient) within 7 days of the  
23 date of service of notice. In conferring, the Challenging Party must explain the basis for  
24 its belief that the confidentiality designation was not proper and must give the  
25 Designating Party an opportunity to review the designated material, to reconsider the  
26 circumstances, and, if no change in designation is offered, to explain the basis for the  
27 chosen designation. A Challenging Party may proceed to the next stage of the challenge  
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1 process only if it has engaged in this meet and confer process first or establishes that the  
2 Designating Party is unwilling to participate in the meet and confer process in a timely  
3 manner.

4       6.3 Judicial Intervention. If the Parties cannot resolve a challenge without Court  
5 intervention, the Designating Party shall file and serve a motion in the form of a joint  
6 stipulation under Local Rule 37-2 to retain confidentiality (and in compliance with Civil  
7 Local Rule 79-5) within 14 days of the initial notice of challenge or within 7 days of the  
8 parties agreeing that the meet and confer process will not resolve their dispute,  
9 whichever is later. Each such motion must be accompanied by a competent declaration  
10 affirming that the movant has complied with the meet-and-confer requirements imposed  
11 in the preceding paragraph. Failure by the Designating Party to make such a motion  
12 including the required declaration within the applicable time period shall automatically  
13 waive the confidentiality designation for each challenged designation. In addition, the  
14 Challenging Party may file a motion (in the form of a joint stipulation under Local Rule  
15 37-2) challenging a confidentiality designation at any time if there is good cause for  
16 doing so, including a challenge to the designation of a deposition transcript or any  
17 portions thereof. Any motion brought pursuant to this provision must be accompanied by  
18 a statement in the motion affirming that the movant has complied with the meet and  
19 confer requirements imposed by the preceding paragraph.

20       The burden of persuasion in any such challenge proceeding shall be on the  
21 Designating Party. Unless the Designating Party has waived the confidentiality  
22 designation by failing to file a motion to retain confidentiality as described above, all  
23 parties shall continue to afford the material in question the protection to which it is  
24 entitled under the Producing Party's designation until the court rules on the challenge.

25       Frivolous challenges, and those made for an improper purpose (e.g., to harass or  
26 impose unnecessary expenses and burdens on other parties) may expose the Challenging  
27 Party to sanctions.

1 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
3 disclosed or produced by another Party or by a Non-Party in connection with this case  
4 only for prosecuting, defending, or attempting to settle this litigation. Such Protected  
5 Material may be disclosed only to the categories of persons and under the conditions  
6 described in this Stipulated Protective Order. When the litigation has been terminated, a  
7 Receiving Party must comply with the provisions of section 13.

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

11 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
12 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party  
13 may disclose any information or item designated “CONFIDENTIAL” only to:

14 (a) the Receiving Party’s Outside Counsel of Record, as well as employees of  
15 said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
16 information for this litigation;

17 (b) Consulting Counsel, as well as employees of said Consulting Counsel to  
18 whom it is reasonably necessary to disclose the information for this litigation;

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

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

25 (d) the Court and its personnel;

26 (e) court reporters and their staff, professional jury or trial consultants, and  
27 Professional Vendors to whom disclosure is reasonably necessary for this litigation and  
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1 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (f) any deposition or other pre-trial witness who previously has had access to  
3 the applicable Protected Materials or who is currently an officer, director, partner,  
4 member, employee or agent of a Party that has access to such Protected Materials;

5 (g) any deposition or other pre-trial witness to whom disclosure is reasonably  
6 necessary and who has signed the “Acknowledgment and Agreement to Be Bound”  
7 (Exhibit A), unless (i) such signature is not required by the Designating Party (in such  
8 event, the material disclosed shall retain its status as Protected Material), or (ii) ordered  
9 by the Court. Pages of transcribed deposition testimony or exhibits to depositions that  
10 reveal Protected Material must be separately bound by the court reporter and may not be  
11 disclosed to anyone except as permitted under this Stipulated Protective Order;

12 (h) mock jury participants who have signed the “Acknowledgment and  
13 Agreement to Be Bound” (Exhibit A); and

14 (g) the author or recipient of a document containing the information or a  
15 custodian or other person who otherwise possessed or knew the information.

16 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
17 ONLY” Information or Items. Unless otherwise ordered by the Court or permitted in  
18 writing by the Designating Party, a Receiving Party may disclose any information or  
19 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

20 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as  
21 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
22 disclose the information for this litigation and who have signed the “Acknowledgment  
23 and Agreement to Be Bound” that is attached hereto as Exhibit A;

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

27 (c) the Court and its personnel;

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1 (d) court reporters and their staff, professional jury or trial consultants, and  
2 Professional Vendors to whom disclosure is reasonably necessary for this litigation and  
3 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

4 (e) the author or recipient of a document containing the information or a custodian  
5 or other person who otherwise possessed or knew the information.

6 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
7 **IN OTHER LITIGATION**

8 If a Party is served with a subpoena or a court order issued in other litigation that  
9 compels disclosure of any information or items designated in this action as  
10 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,”  
11 that Party must:

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

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

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

20 If the Designating Party timely seeks a protective order in any such other  
21 litigation, the Party served with the subpoena or court order in such other litigation shall  
22 not produce any information designated in this action as “CONFIDENTIAL” or  
23 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination  
24 by the court from which the subpoena or order issued, unless the Party has obtained the  
25 Designating Party’s permission. The Designating Party shall bear the burden and  
26 expense of seeking protection in that court of its confidential material. Nothing in this  
27 Stipulated Protective Order should be construed as authorizing or encouraging a  
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1 Receiving Party in this action to disobey a lawful directive from another court.

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

4 (a) The terms of this Stipulated Protective Order are applicable to information  
5 produced by a Non-Party in this action and designated as “CONFIDENTIAL” or  
6 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Any such designation  
7 shall also function as a consent by such producing Party to the authority of the Court in  
8 the action to resolve any motion or other application made by any person or Party with  
9 respect to such designation. Nothing in this Stipulated Protective Order should be  
10 construed as prohibiting a Non-Party from seeking additional protections.

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

15 (i) promptly notify in writing the Requesting Party and the Non-Party that  
16 some or all of the information requested is subject to a confidentiality agreement with a  
17 Non-Party;

18 (ii) promptly provide the Non-Party with a copy of this Stipulated Protective  
19 Order in this litigation, the relevant discovery request(s), and a reasonably specific  
20 description of the information requested; and

21 (iii) make the information requested available for inspection by the Non-  
22 Party.

23 (c) If the Non-Party fails to object or seek a protective order from this court  
24 within 14 days of receiving the notice and accompanying information (or such shorter  
25 time as is specified in the discovery request if it is less than 14 days), the Receiving  
26 Party may produce the Non-Party’s confidential information responsive to the discovery  
27 request. If the Non-Party timely seeks a protective order and if allowed by law, the  
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1 Receiving Party shall not produce any information in its possession or control that is  
2 subject to the confidentiality agreement with the Non-Party before a determination by  
3 the Court. Absent a court order to the contrary, the Non-Party shall bear the burden and  
4 expense of seeking protection in this Court of its Protected Material.

5 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

15 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
16 **PROTECTED MATERIAL**

17 When a Producing Party gives notice to Receiving Parties that certain  
18 inadvertently produced material is subject to a claim of privilege or other protection, the  
19 obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
20 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
21 may be established in an e-discovery order that provides for production without prior  
22 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
23 parties reach an agreement on the effect of disclosure of a communication or information  
24 covered by the attorney-client privilege or work product protection, the parties may  
25 incorporate their agreement in the stipulated protective order submitted to the Court.

26 **12. MISCELLANEOUS**

27 12.1 Right to Further Relief. Nothing in this Stipulated Protective Order abridges  
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1 the right of any person to seek its modification by the Court in the future.

2       12.2 Right to Assert Other Objections. By stipulating to the entry of this  
3 Stipulated Protective Order, no Party waives any right it otherwise would have to object  
4 to disclosing or producing any information or item on any ground not addressed in this  
5 Stipulated Protective Order. Similarly, no Party waives any right to object on any ground  
6 to use in evidence of any of the material covered by this Stipulated Protective Order.

7       12.3 Filing Protected Material. Without written permission from the Designating  
8 Party or a Court order secured after appropriate notice to all interested persons, a Party  
9 may not file in the public record in this action any Protected Material. A Party that seeks  
10 to file under seal any Protected Material must comply with Civil Local Rule 79-5.  
11 Protected Material may only be filed under seal pursuant to a Court order authorizing the  
12 sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a  
13 sealing order will issue only upon a request establishing that the Protected Material at  
14 issue is privileged, protectable as a trade secret, or otherwise entitled to protection under  
15 the law. If a Receiving Party's request to file Protected Material under seal pursuant to  
16 Civil Local Rule 79-5 is denied by the Court, then the Receiving Party may file the  
17 Protected Material in the public record unless otherwise instructed by the Court.

18 **13. FINAL DISPOSITION**

19       Within 60 days after the “Final Disposition” of this action, as such term is defined  
20 in Section 4, each Receiving Party must return all Protected Material to the Producing  
21 Party or destroy such material. As used in this subdivision, “all Protected Material”  
22 includes all copies, abstracts, compilations, summaries, and any other format  
23 reproducing or capturing any of the Protected Material. Whether the Protected Material  
24 is returned or destroyed, the Receiving Party must submit a written certification to the  
25 Producing Party (and, if not the same person or entity, to the Designating Party) by the  
26 60-day deadline that (1) identifies (by category, where appropriate) all the Protected  
27 Material that was returned or destroyed and (2) affirms that the Receiving Party has not  
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1 retained any copies, abstracts, compilations, summaries or any other format reproducing  
2 or capturing any of the Protected Material. Notwithstanding this provision, Counsel are  
3 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and  
4 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits,  
5 expert reports, attorney work product, and consultant and expert work product, even if  
6 such materials contain Protected Material. Any such archival copies that contain or  
7 constitute Protected Material remain subject to this Stipulated Protective Order as set  
8 forth in Section 4.

9 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD**

10 DATED: June 12, 2016

SINGH, SINGH & TRAUBEN, LLP

11  
12 By: /s/ Michael A. Trauben  
13 Michael A. Trauben (SBN: 277557)

14 *Attorneys for Defendant*  
15 NUTREX RESEARCH, INC.

16  
17 DATED: June 12, 2016

LAUSON & TARVER, LLP

18  
19 By: /s/ Robert J. Lauson  
20 Robert J. Lauson (SBN: 175486)

21 *Attorneys for Plaintiff*  
22 LIFTAG SPORT, LLC

23 The undersigned hereby attests, pursuant to Local Rule 5-4.3.4(a)(2)(i), that all  
24 other listed signatories on whose behalf this filing is submitted concur in the filing's  
25 content and have authorized the filing.  
26  
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1 DATED: June 12, 2016

SINGH, SINGH & TRAUBEN, LLP

2  
3 By: /s/ Michael A. Trauben  
Michael A. Trauben

4  
5 *Attorneys for Defendant*  
NUTREX RESEARCH, INC.

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10 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED**

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13  
14 DATED 6/14/2016

15 ALEXANDER F. MACKINNON  
UNITED STATES MAGISTRATE JUDGE

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under  
5 penalty of perjury that I have read in its entirety and understand the Stipulated Protective  
6 Order that was issued by the United States District Court for the Central District of  
7 California on [\_\_\_\_\_] in the case of *Liftag Sport, LLC v. Nutrex*  
8 *Research, Inc.*, Case No. 2:15-cv-7354-BRO(AFMx). I agree to comply with and to be  
9 bound by all the terms of this Stipulated Protective Order and I understand and  
10 acknowledge that failure to so comply could expose me to sanctions and punishment in  
11 the nature of contempt. I further agree to submit to the jurisdiction of the United States  
12 District Court for the Central District of California for the purpose of enforcing the terms  
13 of this Stipulated Protective Order, even if such enforcement proceedings occur after  
14 termination of this action.

15  
16 Date: \_\_\_\_\_

17  
18 City and State where sworn and signed: \_\_\_\_\_

19  
20 Printed name: \_\_\_\_\_  
[printed name]

21  
22 Signature: \_\_\_\_\_  
[signature]