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 20 and Robert DiMaggio

21 UNITED STATES DISTRICT COURT
 22 CENTRAL DISTRICT OF CALIFORNIA

23 NUTRITION DISTRIBUTION, LLC, an
 24 Arizona Limited Liability Company,
 25
 26 Plaintiff,
 27
 28 v.
 29 IRONMAG LABS, LLC, a Nevada
 30 Limited Liability Company; ROBERT
 31 DIMAGGIO, an individual; and DOES 1
 32 through 10, inclusive,
 33
 34 Defendants.

No. 2:15-CV-08233-R

Hon. Manuel L. Real

STIPULATED PROTECTIVE ORDER

Date Action Filed: October 21, 2015

Trial Date: December 4, 2018

1 **1. INTRODUCTION**

2 **PURPOSES AND LIMITATIONS.** Discovery in this action is likely to involve the
3 production of confidential, proprietary, or private information for which special protection
4 from public disclosure and from use for any purpose other than litigating this action may
5 be warranted. In addition, plaintiff Nutrition Distribution, LLC contends that it is a
6 competitor of defendant IronMag Labs, LLC in the supplement industry. Discovery may,
7 accordingly, involve confidential and non-public sensitive competitive business
8 information eligible for protection under this Order, including but not limited to customer
9 information, cost and net sales information for goods sold, and agreements with third
10 parties containing confidentiality provisions. Private information of the parties in this
11 action who are individuals, and the principals and employees of the entity parties,
12 including personal address, telephone number and related information, is also subject to
13 protection under this protective order.

14 The parties, accordingly, stipulate to and petition the Court to enter the following
15 Stipulated Protective Order. The parties acknowledge that this Order does not confer
16 blanket protections on all disclosures or responses to discovery and that the protection it
17 affords from public disclosure and use extends only to the limited information or items that
18 are entitled to confidential treatment under the applicable legal principles. The Parties
19 further acknowledge, as set forth in Section 12.3 below, that this Stipulated Protective
20 Order does not entitle them to file confidential information under seal without Court
21 approval, and that the parties must comply with Local Rule 79-5 with respect to filing
22 documents under seal.

23 **2. DEFINITIONS**

24 2.1 Action: *Nutrition Distribution, LLC v. IronMag Labs, LLC, and Robert*
25 *DiMaggio*, Case No. 2:15-cv-08233-R (C.D. Cal.).

26 2.2 Challenging Party: A Party or Non-Party that challenges the designation of
27 information or items under this Order.

28

1 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of how it
2 is generated, stored or maintained) or tangible things that qualify for protection under
3 Federal Rule of Civil Procedure 26(c).

4 2.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information
5 or Items: Extremely sensitive “Confidential Information or Items,” disclosure of which to
6 another Party or Non-Party would create a substantial risk of serious harm that cannot be
7 avoided by less restrictive means, including information on the parties respective
8 customers, and sales, revenue, costs and expenses.

9 2.5 Left Blank.

10 2.6 Designating Party: A Party or Non-Party that designates information or
11 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or
12 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

13 2.7 Disclosure or Discovery Material: All items or information, regardless of the
14 medium or manner in which it is generated, stored, or maintained (including, among other
15 things, documents, testimony, transcripts, and tangible things), that are produced or
16 generated in disclosures or responses to discovery in this matter.

17 2.8 Expert: A person with specialized knowledge or experience in a matter
18 pertinent to the litigation who has been retained by a Party or Party’s Counsel to serve as
19 an expert witness or consultant in this action.

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

22 2.10 Outside Counsel of Record: Attorneys who are not employees of a Party to
23 this Action, but are retained to represent or advise a party to this Action and have appeared
24 in this Action on behalf of that Party or are affiliated with a law firm which has appeared
25 on behalf of that Party, and includes support staff.

26 2.11 Party: Any party to this Action, including all of its officers, directors,
27 members, managers, employees, contractors and consultants.

28 2.12 Producing Party: A Party or Non-Party that produces Disclosure or

1 Discovery Material in this Action.

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

6 2.14 Protected Material: Any Disclosure or Discovery Material that is designated
7 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

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

10 **3. SCOPE**

11 The protections conferred by this Stipulation and Order cover not only Protected
12 Material (as defined above), but also (1) any information copied or extracted from
13 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
14 Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel
15 that might reveal Protected Material. Any use of Protected Material at trial shall be
16 governed by the orders of the trial judge. This Order does not govern the use of Protected
17 Material at trial. The Parties will meet and confer before the final status conference
18 concerning the use of Protected Material at trial, including specific types of Protected
19 Material, and make a joint proposal to the Court, or, if no agreement, make separate
20 proposals to the Court concerning the use of Protected Material at trial.

21 **4. DURATION**

22 Even after final disposition of this litigation, the confidentiality obligations imposed
23 by this Order shall remain in effect until a Designating Party agrees otherwise in writing or
24 a court order otherwise directs. Final disposition shall be deemed to be the later of
25 (1) dismissal of all claims and defenses in this Action, with or without prejudice; and
26 (2) final judgment herein after the completion and exhaustion of all appeals, rehearings,
27 remands, trials, or reviews of this Action, including the time limits for filing any motions
28 or applications for extension of time pursuant to applicable law.

1 **5. DESIGNATING PROTECTED MATERIAL**

2 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
3 Party or Non-Party that designates information or items for protection under this Order
4 must take care to limit any such designation to specific material that qualifies under the
5 appropriate standards. The Designating Party must designate for protection only those
6 parts of material, documents, items, or oral or written communications that qualify so that
7 other portions of the material, documents, items, or communications for which protection
8 is not warranted are not swept unjustifiably within the ambit of this Order. Mass,
9 indiscriminate, or routinized designations are prohibited. Designations that are shown to
10 be clearly unjustified or that have been made for an improper purpose (e.g., to
11 unnecessarily encumber the case development process or to impose unnecessary expenses
12 and burdens on other parties) may expose the Designating Party to sanctions. If it comes
13 to a Designating Party’s attention that information or items that it designated for protection
14 do not qualify for protection, that Designating Party must promptly notify all other Parties
15 that it is withdrawing the inapplicable designation.

16 5.2 Manner and Timing of Designations. Except as otherwise provided in this
17 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
18 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
19 must be clearly designated before the material is disclosed or produced. Designation in
20 conformity with this Order requires:

- 21 (a) for information in documentary form (e.g., paper or electronic
22 documents, but excluding transcripts of depositions or other pretrial or trial proceedings),
23 that the Producing Party affix, at a minimum, the legend “CONFIDENTIAL” (hereinafter
24 “CONFIDENTIAL legend”) or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
25 ONLY” (hereinafter the “AEO legend”), to each page that contains protected material. If
26 only a portion or portions of the material on a page qualifies for protection, the Producing
27 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
28 markings in the margins). If electronically stored information (“ESI”) is not reasonably

1 reviewable or usable as a TIF/JPEG (like audio, video, Excel or accounting or booking
2 software files), then the native file shall be produced, along with a slipsheet (which serves
3 as a placeholder) and metadata for the database. ESI produced in native format also must
4 be assigned a document control (i.e., Bates) number stamped on the slipsheet, and the
5 slipsheet must indicate if ESI is “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
6 ATTORNEYS’ EYES ONLY.” The Producing Party may also indicate in the file name if
7 the ESI is “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
8 ONLY.”

9 A Party or Non-Party that makes original documents available for inspection (as
10 opposed to producing them to the Receiving Party without the Receiving Party first
11 reviewing them) need not designate them for protection until after the Receiving Party has
12 indicated which documents it would like copied and produced. During the inspection and
13 before the designation, all of the material made available for inspection shall be deemed
14 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the Receiving Party
15 has identified the documents it wants copied and produced, the Producing Party must
16 determine which documents, or portions thereof, qualify for protection under this Order.
17 Then, before producing the specified documents, the Producing Party must affix either the
18 “CONFIDENTIAL legend” or “AEO legend” to each page that contains Protected
19 Material. If only a portion or portions of the material on a page qualifies for protection,
20 the Producing Party also must clearly identify the protected portion(s) (e.g., by making
21 appropriate markings in the margins). If the Producing Party is a Non-Party and is asked
22 to produce (e.g., by subpoena) the Discovery Material that contains the information of a
23 Party (e.g., customer lists, bank account or merchant service account information,
24 information on goods ordered and sold), and does not separately designate Discovery
25 Material as Protected Material, then all of the Discovery Material that Non-Party produces
26 shall be treated as Protected Material for a period of 21 days following the production to
27 all Parties to allow the Party whose information was produced to review the Discovery
28 Material, and to designate it as Protected Material, as appropriate.

1 (b) for testimony given in depositions, the Designating Party must
2 identify the Disclosure or Discovery Material on the record before the close of the
3 deposition. When it is impractical to identify separately each portion of testimony that is
4 entitled to protection and it appears that substantial portions of the testimony may qualify
5 for protection, the Designating Party may invoke on the record (before the deposition,
6 hearing, or other proceeding is concluded) a right to have up to 21 days to identify the
7 specific portions of the testimony as to which protection is sought and to specify the level
8 of protection being asserted. Only those portions of the testimony that are appropriately
9 designated for protection within the 21 days shall be covered by the provisions of this
10 Order. Alternatively, a Designating Party may specify, at the deposition or up to 21 days
11 afterwards if that period is properly invoked, that the entire transcript shall be treated as
12 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

13 Parties shall give the other Parties notice if they reasonably expect a deposition to
14 include Protected Material so that the other Parties can ensure that only authorized
15 individuals who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
16 A) are present at those proceedings. The use of a document as an exhibit at a deposition
17 shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY
18 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

19 Transcripts containing Protected Material shall have an obvious legend on the title
20 page that the transcript contains Protected Material, and the title page shall be followed by
21 a list of all pages (including line numbers as appropriate) that have been designated as
22 Protected Material and the level of protection being asserted by the Designating Party.
23 The Designating Party shall inform the court reporter of these requirements. Any
24 transcript that is prepared before the expiration of a 21-day period for designation shall be
25 treated during that period as if it had been designated “HIGHLY CONFIDENTIAL –
26 ATTORNEYS’ EYES ONLY” in its entirety unless otherwise agreed. After the expiration
27 of that period, the transcript shall be treated only as actually designated.

28 (c) for information produced in some form other than documentary and

1 for any other tangible items, that the Producing Party affix in a prominent place on the
2 exterior of the container or containers in which the information is stored the legend
3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If
4 only a portion or portions of the information warrants protection, the Producing Party, to
5 the extent practicable, shall identify the protected portion(s).

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

11 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

12 6.1 Timing of Challenges. Any Party may challenge a designation of
13 confidentiality at any time.

14 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
15 resolution process under Local Rule 37-1. In the event of such a challenge by the
16 Receiving Party, the parties shall meet and confer by telephone or in person within
17 three (3) business days after the challenge is made to try to resolve the matter by
18 agreement. If agreement cannot be reached, the parties promptly shall arrange for a
19 telephonic conference with the Court to seek resolution of the dispute or, if a
20 telephonic conference is not available, the challenging party shall file the proper
21 motion with the Court.

22 6.3 The burden of persuasion in any such challenge proceeding shall be on the
23 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to
24 harass or impose unnecessary expenses and burdens on other parties) may expose the
25 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the
26 confidentiality designation, all parties shall continue to afford the material in question the
27 level of protection to which it is entitled under the Producing Party’s designation until the
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1 Court rules on the challenge.

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

3 7.1 Basic Principles. A Receiving Party may use Protected Material that is
4 disclosed or produced by another Party or by a Non-Party in connection with this Action
5 only for prosecuting, defending, or attempting to settle this Action. Such Protected
6 Material may be disclosed only to the categories of persons and under the conditions
7 described in this Order. When the Action has been terminated, a Receiving Party must
8 comply with the provisions of Section 13 below (FINAL DISPOSITION). Protected
9 Material must be stored and maintained by a Receiving Party at a location and in a secure
10 manner that ensures that access is limited to the persons authorized under this Order.

11 7.2 Disclosure of “CONFIDENTIAL” Information or Items. The parties
12 anticipate this category will primarily consist of: (1) the Parties financial information;
13 (2) information on the Parties’ suppliers and business relationships (e.g., material
14 suppliers, manufacturers, distribution partners), and (3) information identified as
15 confidential by way of agreements with third parties. Unless otherwise ordered by the
16 court or permitted in writing by the Designating Party, a Receiving Party may disclose any
17 information or item designated “CONFIDENTIAL” only to:

18 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
19 well as employees of said Outside Counsel of Record to whom it is reasonably necessary
20 to disclose the information for this Action;

21 (b) the officers, directors, members, managers, employees and contractors
22 of the Receiving Party to whom disclosure is reasonably necessary for this Action, and
23 who may not reveal the contents of the CONFIDENTIAL information to anyone in their
24 organization, or otherwise disseminate the CONFIDENTIAL information to any third
25 party or public forum;

26 (c) Experts (as defined in this Order) of the Receiving Party to whom
27 disclosure is reasonably necessary for this Action and who have signed the
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1 “Acknowledgment and Agreement to Be Bound” (Exhibit A to this Protective Order);

2 (d) the Court and its personnel;

3 (e) court reporters and their staff;

4 (f) professional jury or trial consultants, mock jurors, and Professional

5 Vendors to whom disclosure is reasonably necessary for this Action and who have signed
6 the “Acknowledgment and Agreement to Be Bound” (Exhibit A to this Protective Order);

7 (g) the author or recipient of a document containing the information or a
8 custodian or other person who otherwise possessed or knew the information;

9 (h) during their depositions, witnesses, and attorneys for witnesses, in the
10 Action to whom disclosure is reasonably necessary and who have signed the

11 “Acknowledgment and Agreement to Be Bound” (Exhibit A to this Protective Order),

12 unless otherwise agreed by the Designating Party or ordered by the court. Pages of

13 transcribed deposition testimony or exhibits to depositions that reveal Protected Material

14 may be separately bound by the court reporter and may not be disclosed to anyone except

15 as permitted under this Stipulated Protective Order; and

16 (i) any mediator or settlement officer, and their supporting personnel,
17 mutually agreed upon by any of the parties engaged in settlement discussions.

18 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

19 Information or Items. The parties anticipate this category will primarily consist of

20 (1) customer/consumer information, (2) financial arrangements with business partners

21 (e.g., manufacturers and distributors) to the extent it contains competitive information such

22 as negotiated pricing information, and (3) confidential product formulations (including

23 combinations of ingredients, but not including the existence or omission of ingredients),

24 and (4) personal information of the Parties. Unless otherwise ordered by the court or

25 permitted in writing by the Designating Party, a Receiving Party may disclose any

26 information designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

27 only to:

28 (a) the Receiving Party’s Outside Counsel of Record in this Action, as

1 well as employees of said Outside Counsel of Record to whom it is reasonably necessary
2 to disclose the information for this Action;

3 (b) Experts (as defined in this Order) of the Receiving Party to whom
4 disclosure is reasonably necessary for this Action and who have signed the
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A to this Protective Order) and
6 the “Certification of Consultant” (Exhibit B to this Protective Order);

7 (c) the Court and its personnel;

8 (d) court reporters and their staff;

9 (e) the author or recipient of a document containing the information or a
10 custodian who otherwise possessed or knew the information; and

11 (f) any mediator or settlement officer, and their supporting personnel,
12 mutually agreed upon by any of the parties engaged in settlement discussions.

13 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
14 **OTHER LITIGATION**

15 If a Party is served with a subpoena or a court order issued in other litigation that
16 compels disclosure of any information or items designated in this Action as
17 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,”
18 that Party must:

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

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

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

27 If the Designating Party timely seeks a protective order, the Party served with the
28 subpoena or court order shall not produce any information designated in this action as

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
2 before a determination by the court from which the subpoena or order issued, unless the
3 Party has obtained the Designating Party’s permission. The Designating Party shall bear
4 the burden and expense of seeking protection in that court of its confidential material and
5 nothing in these provisions should be construed as authorizing or encouraging a Receiving
6 Party in this Action to disobey a lawful directive from another court.

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

9 9.1 The terms of this Order are applicable to information produced by a
10 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
11 produced by Non-Parties in connection with this litigation is protected by the remedies and
12 relief provided by this Order. Nothing in these provisions should be construed as
13 prohibiting a Non-Party from seeking additional protections.

14 9.2 In the event that a Party is required, by a valid discovery request, to produce
15 a Non-Party’s confidential information in its possession, and the Party is subject to an
16 agreement with the Non-Party not to produce the Non-Party’s confidential information,
17 then the Party shall:

18 (a) promptly notify in writing the Requesting Party and the Non-Party
19 that some or all of the information requested is subject to a confidentiality agreement with
20 a Non-Party;

21 (b) promptly provide the Non-Party with a copy of the Stipulated
22 Protective Order in this Action, the relevant discovery request(s), and a reasonably specific
23 description of the information requested; and

24 (c) make the information requested available for inspection by the
25 Non-Party, if requested.

26 9.3 If the Non-Party fails to seek a protective order from this court within 14
27 days of receiving the notice and accompanying information, the Receiving Party may
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1 produce the Non-Party’s confidential information responsive to the discovery request. If
2 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any
3 information in its possession or control that is subject to the confidentiality agreement with
4 the Non-Party before a determination by the court. Absent a court order to the contrary,
5 the Non-Party shall bear the burden and expense of seeking protection in this court of its
6 Protected Material.

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

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

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

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

27 **12. MISCELLANEOUS**

28 12.1 Right to Further Relief. Nothing in this Order abridges the right of any

1 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 Protective Order no Party waives any right it otherwise would have to object to disclosing
4 or producing any information or item on any ground not addressed in this Stipulated
5 Protective Order. Similarly, no Party waives any right to object on any ground to use in
6 evidence of any of the material covered by this Protective Order.

7 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
8 Material must comply with the Central District Local Rules, including Local Rule 79-5.2.2
9 (Sealing of Documents). Protected Material may only be filed under seal pursuant to a
10 court order authorizing the sealing of the specific Protected Material at issue.

11 **13. FINAL DISPOSITION**

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

1 **14. VIOLATIONS**

2 Any violation of this Order may be punished by any and all appropriate measures
3 including, without limitation, contempt proceedings and/or monetary sanctions.

4 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

5 Dated: July 18, 2018

TAULER | SMITH LLP

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By: /s/Robert Tauler

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Robert Tauler

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Attorneys for Plaintiff

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NUTRITION DISTRIBUTION, LLC

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Dated: July 18, 2018

RUTAN & TUCKER, LLP

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By: /s/Damon Mircheff

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Damon D. Mircheff

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Attorneys for Defendants IRONMAG

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LABS, LLC and ROBERT DIMAGGIO

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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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Dated: July 26, 2018

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Hon. Manuel L. Real
United States District Judge

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1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [print full name], of _____
4 _____ [print full address], declare under penalty of
5 perjury that I have read in its entirety and understand the Stipulated Protective Order that
6 was issued by the United States District Court for the Central District of California on
7 _____ in the case of *Nutrition Distribution, LLC v. IronMag Labs, LLC and Robert*
8 *DiMaggio*, Case No. 2:15-cv-08233-R (C.D. Cal.). I agree to comply with and to be bound
9 by all the terms of this Stipulated Protective Order and I understand and acknowledge that
10 failure to so comply could expose me to sanctions and punishment in the nature of contempt.
11 I solemnly promise that I will not disclose in any manner any information or item that is
12 subject to this Stipulated Protective Order to any person or entity except in strict compliance
13 with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for the
15 Central District of California for the purpose of enforcing the terms of this Stipulated
16 Protective Order, even if such enforcement proceedings occur after termination of this
17 action. I hereby appoint _____ [print full name] of
18 _____
19 _____ [print full address and telephone number] as my California agent for service of
20 process in connection with this action or any proceedings related to enforcement of this
21 Stipulated Protective Order.

22
23 Date: _____

24 City and State where sworn and signed: _____

25 Printed name: _____

26 Signature: _____

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EXHIBIT B

CERTIFICATION OF CONSULTANT

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I, _____ [print full name], of _____, am not an officer, director or employee of Nutrition Distribution, LLC (“Nutrition Distribution”) or IronMag Labs, LLC (“IronMag Labs”), or an officer, director, or employee of a competitor of Nutrition Distribution or IronMag Labs, nor do I presently have plans to become employed by or otherwise perform work for a competitor of Nutrition Distribution or IronMag Labs. I understand and agree that upon reviewing “Highly Confidential – Attorneys’ Eyes Only” information, I may not become employed by or otherwise perform work for a competitor of Nutrition Distribution or IronMag Labs, or parent, subsidiary or affiliate of, or successor in interest to, either Nutrition Distribution or IronMag Labs, during the pendency of this action, including any appeals.

I state under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed by: _____
Type/Print Name: _____
Company: _____
Dated: _____