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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

ROBERT FORD, Individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

NATURAL HEALTH TRENDS CORP.,  
CHRIS T. SHARNG, and TIMOTHY S.  
DAVIDSON,

Defendants.

Case No. 2:16-cv-00255-TJH-AFM

CLASS ACTION

**STIPULATED PROTECTIVE  
ORDER**

Hon. Terry J. Hatter, Jr.  
Complaint Filed: April 29, 2016  
Trial Date: None Set

1                   **STIPULATED ORDER GOVERNING THE PRODUCTION,**  
2                   **EXCHANGE, AND FILING OF CONFIDENTIAL MATERIAL**

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4       1.     A.     PURPOSES AND LIMITATIONS

5             Discovery in this action is likely to involve production of confidential,  
6     proprietary, or private information for which special protection from public  
7     disclosure and from use for any purpose other than prosecuting this litigation may  
8     be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
9     enter the following Stipulated Protective Order. The parties acknowledge that this  
10    Order does not confer blanket protections on all disclosures or responses to  
11    discovery and that the protection it affords from public disclosure and use extends  
12    only to the limited information or items that are entitled to confidential treatment  
13    under the applicable legal principles.

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15            B.     GOOD CAUSE STATEMENT

16            This action is likely to involve commercial, financial, legal and/or strategic  
17    information for which special protection from public disclosure and from use for  
18    any purpose other than prosecution of this action is warranted. Such confidential  
19    and proprietary materials and information consist of, among other things, legal  
20    advice received from counsel concerning compliance with various rules and  
21    regulations, business strategy, and proprietary marketing and recruitment practices  
22    involved in the operations of Natural Health Trends Corp. Accordingly, to expedite  
23    the flow of information, to facilitate the prompt resolution of disputes over  
24    confidentiality of discovery materials, to adequately protect information the parties  
25    are entitled to keep confidential, to ensure that the parties are permitted reasonable  
26    necessary uses of such material in preparation for and in the conduct of trial, to  
27    address their handling at the end of the litigation, and serve the ends of justice, a  
28    protective order for such information is justified in this matter. It is the intent of the

1 parties that information will not be designated as confidential for tactical reasons  
2 and that nothing be so designated without a good faith belief that it has been  
3 maintained in a confidential, non-public manner, and there is good cause why it  
4 should not be part of the public record of this case.

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6 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER  
7 SEAL

8 The parties further acknowledge, as set forth in Section 12.3, below, that this  
9 Stipulated Protective Order does not entitle them to file confidential information  
10 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
11 and the standards that will be applied when a party seeks permission from the court  
12 to file material under seal.

13  
14 2. DEFINITIONS

15 2.1 Action: *Robert Ford v. Natural Health Trends Corp. et al.*, Case No.  
16 2:16-cv-00255-TJH-AFM, and *Li v. Natural Health Trends Corp. et al.*, No. 2:06-  
17 cv-00309-TJH-FFM.

18 2.2 Challenging Party: a Party or Non-Party that challenges the  
19 designation of information or items under this Order.

20 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
21 how it is generated, stored or maintained) or tangible things that qualify for  
22 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
23 the Good Cause Statement.

24 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
25 their support staff).

26 2.5 Designating Party: a Party or Non-Party that designates information or  
27 items that it produces in disclosures or in responses to discovery as  
28 “CONFIDENTIAL.”

1           2.6 Disclosure or Discovery Material: all items or information, regardless  
2 of the medium or manner in which it is generated, stored, or maintained (including,  
3 among other things, testimony, transcripts, and tangible things), that are produced  
4 or generated in disclosures or responses to discovery in this matter.

5           2.7 Expert: a person with specialized knowledge or experience in a matter  
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
7 an expert witness or as a consultant in this Action.

8           2.8 House Counsel: attorneys who are employees of a party to this Action.  
9 House Counsel does not include Outside Counsel of Record or any other outside  
10 counsel.

11           2.9 Non-Party: any natural person, partnership, corporation, association, or  
12 other legal entity not named as a Party to this action.

13           2.10 Outside Counsel of Record: attorneys who are not employees of a  
14 party to this Action but are retained to represent or advise a party to this Action and  
15 have appeared in this Action on behalf of that party or are affiliated with a law firm  
16 which has appeared on behalf of that party, and includes support staff.

17           2.11 Party: any party to this Action, including all of its officers, directors,  
18 employees, consultants, retained experts, and Outside Counsel of Record (and their  
19 support staffs).

20           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
21 Discovery Material in this Action.

22           2.13 Professional Vendors: persons or entities that provide litigation  
23 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
24 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
25 and their employees and subcontractors.

26           2.14 Protected Material: any Disclosure or Discovery Material that is  
27 designated as “CONFIDENTIAL.”  
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1           2.15 Receiving Party: a Party that receives Disclosure or Discovery  
2 Material from a Producing Party.

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4           3.     SCOPE

5           The protections conferred by this Stipulation and Order cover not only  
6 Protected Material (as defined above), but also (1) any information copied or  
7 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
8 compilations of Protected Material; and (3) any testimony, conversations, or  
9 presentations by Parties or their Counsel that might reveal Protected Material.

10           However, the protections conferred by this Stipulation and Order do not  
11 cover the following information: (a) any information that is in the public domain at  
12 the time of disclosure to a Receiving Party or becomes part of the public domain  
13 after its disclosure to a Receiving Party as a result of publication not involving a  
14 violation of this Order, including becoming part of the public record through trial or  
15 otherwise; and (b) any information known to the Receiving Party prior to the  
16 disclosure or obtained by the Receiving Party after the disclosure from a source  
17 who obtained the information lawfully and under no obligation of confidentiality to  
18 the Designating Party. Further, nothing in this Order shall prevent or restrict a  
19 Designating Party's own disclosure or use of its own Protected Material for any  
20 purpose.

21           Nothing in this Order shall be construed to prejudice any party's right to use  
22 any Protected Material in court or in any court filing with consent of the  
23 Designating Party or by order of the Court.

24           This Order is without prejudice to the right of any party to seek further or  
25 additional protection of any Protected Material or to modify this Order in any way,  
26 including, without limitation, an order that certain matter not be produced at all.

27           Any use of Protected Material at trial shall be governed by the orders of the  
28 trial judge. This Order does not govern the use of Protected Material at trial.

1     4.     DURATION

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

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11     5.     DESIGNATING PROTECTED MATERIAL

12             5.1     Exercise of Restraint and Care in Designating Material for Protection.

13     Each Party or Non-Party that designates information or items for protection under  
14 this Order must take care to limit any such designation to specific material that  
15 qualifies under the appropriate standards. The Designating Party must designate for  
16 protection only those parts of material, documents, items, or oral or written  
17 communications that qualify so that other portions of the material, documents,  
18 items, or communications for which protection is not warranted are not swept  
19 unjustifiably within the ambit of this Order.

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

25             If it comes to a Designating Party's attention that information or items that it  
26 designated for protection do not qualify for protection, that Designating Party must  
27 promptly notify all other Parties that it is withdrawing the inapplicable designation.  
28

1           5.2 Manner and Timing of Designations. Except as otherwise provided in  
2 this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise  
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
4 under this Order must be clearly so designated before the material is disclosed or  
5 produced.

6           Designation in conformity with this Order requires:

7           (a) For information in documentary form (e.g., paper or electronic  
8 documents, but excluding transcripts of depositions or other pretrial or trial  
9 proceedings), that the Producing Party affix at a minimum, the legend  
10 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
11 contains protected material. If only a portion or portions of the material on a page  
12 qualifies for protection, the Producing Party also must clearly identify the protected  
13 portion(s) (e.g., by making appropriate markings in the margins).

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

26           (b) For testimony given in depositions that the Designating Party identify the  
27 Disclosure or Discovery Material on the record, before the close of the deposition  
28 all protected testimony. When it is impractical to identify separately each portion of

1 testimony that is entitled to protection and it appears that substantial portions of the  
2 testimony may qualify for protection, the Designating Party may invoke on the  
3 record (before the deposition, hearing, or other proceeding is concluded) a right to  
4 have up to 30 days from receipt of a final transcript to identify the specific portions  
5 of the testimony as to which protection is sought and to specify the level of  
6 protection being asserted. Only those portions of the testimony that are  
7 appropriately designated for protection within the 30 days shall be covered by the  
8 provisions of this Stipulation and Order. Alternatively, a Designating Party may  
9 specify, at the deposition or up to 30 days after the receipt of the final transcript if  
10 that period is properly invoked, that the entire transcript shall be treated as  
11 “CONFIDENTIAL.” If no indication on the record is made, all information  
12 disclosed during a deposition shall be deemed “CONFIDENTIAL” until 14 days  
13 after receipt of the final transcript of the testimony. Any party that wishes to  
14 disclose during the above mentioned 14-day period the transcript that has been  
15 deemed “CONFIDENTIAL” as a result of no designation having been made on the  
16 record at the time the testimony was given, or information contained therein, may  
17 provide written notice of its intent to treat the transcript as non-confidential, after  
18 which time, any party that wants to maintain any portion of the transcript as  
19 “CONFIDENTIAL” must designate the confidential portions within five (5) court  
20 days, or else the transcript may be treated as non-confidential.

21 Parties shall give the other parties (including the Designating Party) notice if  
22 they reasonably expect a deposition, hearing, or other proceeding to include  
23 Protected Material so that the other parties can ensure that only authorized  
24 individuals who have signed the “Acknowledgment and Agreement to Be Bound”  
25 (Exhibit A) are present at those proceedings. The use of a document as an exhibit  
26 at a deposition or other pretrial or trial proceeding shall not in any way affect its  
27 designation as “CONFIDENTIAL.” Counsel for any Producing Party shall have  
28 the right to exclude from oral depositions, other than the deponent, deponent’s

1 counsel, the reporter and videographer (if any), any person who is not authorized  
2 by this Order to receive or access Protected Material based on the designation of  
3 such Protected Material. Such right of exclusion shall be applicable only during  
4 periods of examination or testimony regarding such Protected Material.

5 Transcripts containing Protected Material shall have an obvious legend on  
6 the title page that the transcript contains Protected Material, and the title page shall  
7 be followed by a list of all pages (including line numbers as appropriate) that have  
8 been designated as Protected Material and the level of protection being asserted by  
9 the Designating Party. The Designating Party shall inform the court reporter of  
10 these requirements. Any transcript that is prepared before the expiration of a 30-  
11 day period for designation shall be treated during that period as if it had been  
12 designated “CONFIDENTIAL” in its entirety unless otherwise agreed. After the  
13 expiration of that period, the transcript shall be treated only as actually designated.  
14 In the event the deposition is videotaped, the original and all copies of the videotape  
15 shall be marked by the video technician to indicate that the contents of the videotape  
16 are subject to this Order, substantially along the lines of “This videotape contains  
17 confidential testimony used in this case and is not to be viewed or the contents  
18 thereof to be displayed or revealed except pursuant to the terms of the operative  
19 Protective Order in this matter.”

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

26 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
27 failure to designate qualified information or items does not, standing alone, waive  
28 the Designating Party’s right to secure protection under this Order for such

1 material. Upon timely correction of a designation, the Receiving Party must make  
2 reasonable efforts to assure that the material is treated in accordance with the  
3 provisions of this Order.  
4

5 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6 **6.1 Timing of Challenges.** Any Party or Non-Party may challenge a  
7 designation of confidentiality at any time that is consistent with the Court's  
8 Scheduling Order. Unless a prompt challenge to a Designating Party's  
9 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,  
10 unnecessary economic burdens, or a significant delay or disruption of the litigation,  
11 a Party does not waive its right to challenge a confidentiality designation by  
12 electing not to mount a challenge promptly after the original designation is  
13 disclosed.

14 **6.2 Meet and Confer.** The Challenging Party shall initiate the dispute  
15 resolution process under Local Rule 37.1 *et seq.*

16 **6.3 Joint Stipulation.** Any challenge submitted to the Court shall be via a  
17 joint stipulation pursuant to Local Rule 37-2.

18 **6.3** The burden of persuasion in any such challenge proceeding shall be on  
19 the Designating Party. Frivolous challenges, and those made for an improper  
20 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
21 parties) may expose the Challenging Party to sanctions. Unless the Designating  
22 Party has waived or withdrawn the confidentiality designation, all parties shall  
23 continue to afford the material in question the level of protection to which it is  
24 entitled under the Producing Party's designation until the Court rules on the  
25 challenge.  
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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  
4 Action only for prosecuting, defending, or attempting to settle this Action. Such  
5 Protected Material may be disclosed only to the categories of persons and under the  
6 conditions described in this Order. When the Action has been terminated, a  
7 Receiving Party must comply with the provisions of section 13 below (FINAL  
8 DISPOSITION).

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

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

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

19            (b)     the officers, directors, and employees (including House Counsel) of  
20 the Receiving Party to whom disclosure is reasonably necessary for this Action;

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

24            (d)     the Court and its personnel;

25            (e)     court reporters and their staff;

26            (f)     professional jury or trial consultants, mock jurors, and Professional  
27 Vendors to whom disclosure is reasonably necessary for this Action and who have  
28 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

3 (h) during their depositions, witnesses and attorneys for witnesses in the  
4 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
5 requests that the witness sign the form attached as Exhibit A hereto; and (2) they  
6 will not be permitted to keep any confidential information unless otherwise agreed  
7 by the Designating Party or ordered by the court. Pages of transcribed deposition  
8 testimony or exhibits to depositions that reveal Protected Material may be  
9 separately bound by the court reporter and may not be disclosed to anyone except  
10 as permitted under this Stipulated Protective Order; and

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

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

16 If a Party is served with a subpoena or a court order issued in other litigation  
17 that compels disclosure of any information or items designated in this Action as  
18 “CONFIDENTIAL,” 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  
23 subpoena or order is subject to this Protective Order. Such notification shall include  
24 a copy of this 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  
28 the subpoena or court order shall not produce any information designated in this

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

7 The provisions set forth herein are not intended to, and do not, restrict in any  
8 way the procedures set forth in Federal Rule of Civil Procedure 45(d)(3) or (f).

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

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

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

21 (1) promptly notify in writing the Requesting Party and the Non-  
22 Party that some or all of the information requested is subject to a confidentiality  
23 agreement with a Non-Party;

24 (2) promptly provide the Non-Party with a copy of the Stipulated  
25 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
26 specific description of the information requested; and

27 (3) make the information requested available for inspection by the  
28 Non-Party, if requested.

1 (c) If the Non-Party fails to seek a protective order from this court within  
2 14 days of receiving the notice and accompanying information, the Receiving Party  
3 may produce the Non-Party's confidential information responsive to the discovery  
4 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
5 not produce any information in its possession or control that is subject to the  
6 confidentiality agreement with the Non-Party before a determination by the court.  
7 Absent a court order to the contrary, the Non-Party shall bear the burden and  
8 expense of seeking protection in this court of its Protected Material.  
9

10 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

11 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
12 Protected Material to any person or in any circumstance not authorized under this  
13 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
14 writing the Designating Party of the unauthorized disclosures, (b) use its best  
15 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
16 person or persons to whom unauthorized disclosures were made of all the terms of  
17 this Order, and (d) request such person or persons to execute the "Acknowledgment  
18 and Agreement to Be Bound" that is attached hereto as Exhibit A.  
19

20 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
21 PROTECTED MATERIAL  
22

23 (a) The inadvertent production by a Party of Disclosure or  
24 Discovery Material subject to the attorney-client privilege, work-product  
25 protection, or any other applicable privilege or protection, despite the Producing  
26 Party's reasonable efforts to prescreen such Disclosure or Discovery Material prior  
27 to production, will not waive the applicable privilege and/or protection if a notice  
28 and request for return of such inadvertently produced Disclosure or Discovery

1 Material is made promptly after the Producing Party learns of its inadvertent  
2 production.

3 (b) Upon a notice and request from any Producing Party who has  
4 inadvertently produced Disclosure or Discovery Material that it believes is  
5 privileged and/or protected, each Receiving Party shall immediately return within  
6 five (5) days of such notice and request such Disclosure or Discovery Material and  
7 all copies to the Producing Party, except for any pages containing privileged  
8 markings by the Receiving Party which shall instead be destroyed and certified as  
9 such by the Receiving Party to the Producing Party.

10 (c) Within five (5) days of the Producing Party's notice and request  
11 for the return and/or destruction of privileged Disclosure or Discovery Material, the  
12 Producing Party shall provide a privilege log with entries for the inadvertently  
13 produced document(s). The Producing Party shall maintain the referenced  
14 document(s) until the Parties resolve any dispute concerning the privileged nature  
15 of such documents or the Court rules on any motion to compel production of such  
16 documents. If a dispute arises concerning the privileged nature of the document(s)  
17 demanded or returned, the Parties shall meet and confer in good faith in an effort to  
18 resolve the dispute. If the Parties are unable to resolve the dispute, the Receiving  
19 Party may file a motion to compel the production of such document(s). In the event  
20 of such a motion to compel, the Producing Party shall have the burden to  
21 demonstrate the claimed privilege, work product immunity or other immunity.  
22 However, in no case will the return of any demanded document be delayed or  
23 refused by reason of a party's objection to the demand or by the filing of a motion  
24 to compel, nor may a party assert the fact of the inadvertent production as a ground  
25 for any such motion. The Receiving Party shall not use or refer to any information  
26 contained within the document(s) at issue, including in deposition or at trial or in  
27 any Court filing, unless and until such a motion to compel production of that  
28

1 document is granted by the Court, except as such information may appear in any  
2 applicable privilege log.

3  
4 12. MISCELLANEOUS

5 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
6 person to seek its modification by the Court in the future.

7 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
8 Protective Order no Party waives any right it otherwise would have to object to  
9 disclosing or producing any information or item on any ground not addressed in  
10 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
11 any ground to use in evidence of any of the material covered by this Protective  
12 Order.

13 12.3 Export Control. The Protected Material disclosed by the Producing  
14 Party may contain technical data subject to export control laws and therefore the  
15 release of such technical data to foreign persons or nationals in the United States or  
16 elsewhere may be restricted. The Receiving Party shall take measures necessary to  
17 ensure compliance with applicable export control laws, including confirming that  
18 no unauthorized foreign person has access to such technical data.

19 12.4 Filing Protected Material. A Party that seeks to file under seal any  
20 Protected Material must comply with Local Civil Rule 79.5. Protected Material  
21 may only be filed under seal pursuant to a court order authorizing the sealing of the  
22 specific Protected Material at issue. If a Party's request to file Protected Material  
23 under seal is denied by the court, then the Receiving Party may file the information  
24 in the public record unless otherwise instructed by the court.

25 12.5 Privilege Logs. No Party is required to identify on its respective  
26 privilege log any document or communication dated after January 16, 2016, the  
27 date of filing of the complaint in this Action. The parties shall exchange their  
28

1 respective privilege logs at a time to be agreed upon by the parties following the  
2 production of documents, or as otherwise ordered by the Court.

3  
4 13. FINAL DISPOSITION

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

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1 14. VIOLATION OF THIS ORDER

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

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6  
7 DATED: March 29, 2017

*/s/ Adam C. McCall*

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Nicholas I. Porritt  
Adam M. Apton  
Adam C. McCall  
Levi & Korsinsky LLP

Laurence M. Rosen  
Jonathan Horne  
The Rosen Law Firm, P.A.

*Lead Counsel for Co-Lead Plaintiffs*

11  
12  
13  
14  
15 DATED: March 29, 2017

*/s/ Angela L. Dunning*

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Patrick E. Gibbs  
Angela L. Dunning  
Blake M. Zollar  
Cooley LLP

*Counsel for Defendants*

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21 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

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23 DATED: 6/19/ 2017



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ALEXANDER F. MACKINNON  
U. S. MAGISTRATE JUDGE

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**EXHIBIT A**

ROBERT FORD, Individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

NATURAL HEALTH TRENDS CORP.,  
CHRIS T. SHARNG, and TIMOTHY S.  
DAVIDSON,

Defendants.

Case No. 2:16-cv-00255-TJH-AFM  
CLASS ACTION

**Stipulated Order Governing the  
Production, Exchange, and Filing of  
Confidential Material**

**ACKNOWLEDGMENT AND NON-DISCLOSURE AGREEMENT**

I have read and understand the Stipulation and Order to which this Exhibit A is annexed and I attest to my understanding that access to information designated “Confidential” may be provided to me and that such access is pursuant to the terms, conditions, and restrictions of the Stipulation and Order. I shall not use or disclose to others, except in accordance with the Stipulation and Order, any “Confidential” information. I hereby submit to the jurisdiction of this Court, and to the application of California law, for the purpose of enforcement of this Acknowledgment and the Stipulation and Protective Order.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

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Printed Name

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Address

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Individual or Entity Represented

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**ATTESTATION PURSUANT TO LOCAL RULE 5-4.3.4**

This certifies, pursuant to Local Rule 5-4.3.4, that all signatories to this document concur in its content and have authorized this filing.

DATED: March 29, 2017

/s/ Angela L. Dunning  
Angela L. Dunning