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10 Attorneys for Defendant  
 Glanbia Performance Nutrition, Inc.

11  
 12 UNITED STATES DISTRICT COURT  
 13 CENTRAL DISTRICT OF CALIFORNIA  
 14 WESTERN DIVISION  
 15

16 THRESHOLD ENTERPRISES, LTD., a  
 17 Delaware corporation,

18 Plaintiff,

19 vs.

20 GLANBIA PLC, an Ireland public limited  
 company; GLANBIA INGREDIENTS  
 21 (BALLYRAGGET) LTD., an Ireland  
 limited liability company; GLANBIA  
 22 NUTRITIONALS (IRELAND) LTD., an  
 Ireland limited corporation; GLANBIA  
 23 PERFORMANCE NUTRITION, INC., a  
 Florida corporation; and DOES 1 through  
 24 10, inclusive.,

25 Defendants.

Case No.: 2:16-cv-01241-BRO-KS

**[PROPOSED] ORDER GRANTING  
 STIPULATED PROTECTIVE  
 ORDER**

Honorable Karen L. Stevenson,  
 Magistrate Judge

REED SMITH LLP  
 A limited liability partnership formed in the State of Delaware

1 The Court, having considered the Stipulated Protective Order submitted by  
2 Plaintiff Threshold Enterprises, Ltd. (“Plaintiff”) and Defendant Glanbia Performance  
3 Nutrition, Inc. (“GPN”) (the foregoing parties are each a “Party” and, collectively, the  
4 “Parties”), and GOOD CAUSE APPEARING,

5 IT IS HEREBY ORDERED that the Stipulated Protective Order, the specific  
6 terms of which are set forth below, is approved and shall govern the production and  
7 disclosure of confidential documents and information in this action.

8  
9 **1. A. PURPOSES AND LIMITATIONS**

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

23 **B. GOOD CAUSE STATEMENT**

24 Plaintiff and GPN develop, manufacture, and sell nutritional products.  
25 Plaintiff’s trademark infringement action asserts that GPN is selling products under  
26 trademarks and in markets that are so similar to Plaintiff’s products that they are likely  
27 to cause confusion among consumers. The Parties possess substantial and highly  
28 confidential intellectual property and information concerning research and

1 development, customers, marketing, and sales, as well as other valuable commercial,  
2 financial, technical and/or proprietary information which may be relevant to this case  
3 and for which special protection from public disclosure and from use for any purpose  
4 other than prosecution of this action is warranted. Such confidential and proprietary  
5 materials and information consist of, among other things, confidential business or  
6 financial information, information regarding confidential business practices, or other  
7 confidential research, development, or commercial information (including information  
8 implicating privacy rights of third parties), information otherwise generally  
9 unavailable to the public, or which may be privileged or otherwise protected from  
10 disclosure under state or federal statutes, court rules, case decisions, or common law.

11 Accordingly, to expedite the flow of information, to facilitate the prompt  
12 resolution of disputes over confidentiality of discovery materials, to adequately  
13 protect information the Parties are entitled to keep confidential, to ensure that the  
14 Parties are permitted reasonable necessary uses of such material in preparation for and  
15 in the conduct of trial, to address their handling at the end of the litigation, and serve  
16 the ends of justice, a protective order for such information is justified in this matter. It  
17 is the intent of the Parties that information will not be designated as confidential for  
18 tactical reasons and that nothing be so designated without a good faith belief that it  
19 has been maintained in a confidential, non-public manner, and there is good cause  
20 why it should not be part of the public record of this case.

21 Moreover, given the nature of Plaintiff's claims and the potential for the  
22 exchange of extremely sensitive information, there is good cause to employ a two-  
23 tiered confidentiality designation in this case.

24 **2. DEFINITIONS**

25 2.1 Action: This pending federal lawsuit.

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

28

1           2.3    “CONFIDENTIAL” Information or Items: Information (regardless of  
2 how it is generated, stored, or maintained) or tangible things that qualify for protection  
3 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
4 Cause Statement.

5           2.4    Counsel: Outside Counsel of Record and House Counsel (as well as  
6 their support staff).

7           2.5    Designating Party: A Party or Non-Party that designates information or  
8 items that it produces in disclosures or in responses to discovery as  
9 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
10 ONLY.”

11           2.6    Disclosure or Discovery Material: All items or information, regardless of  
12 the medium or manner in which it is generated, stored, or maintained (including,  
13 among other things, testimony, transcripts, and tangible things), that are produced or  
14 generated in disclosures or responses to discovery in this matter.

15           2.7    Expert: A person with specialized knowledge or experience in a matter  
16 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
17 expert witness or as a consultant in this Action.

18           2.8    “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
19 Information or Items: Extremely sensitive “Confidential Information or Items,”  
20 disclosure of which to another Party or Non-Party would create a substantial risk of  
21 serious harm that could not be avoided by less restrictive means.

22           2.9    House Counsel: Attorneys who are employees of a Party to this Action.  
23 House Counsel does not include Outside Counsel of Record or any other counsel not  
24 currently employed by a Party to this Action.

25           2.10 Non-Party: Any natural person, partnership, corporation, association, or  
26 other legal entity not named as a Party to this action.

27           2.11 Outside Counsel of Record: Attorneys who are not employees of a party  
28 to this Action but are retained to represent or advise a party to this Action and have

1 appeared in this Action on behalf of that party or are affiliated with a law firm which  
2 has appeared on behalf of that party, and includes support staff.

3 2.12 Party: Any Party to this Action, including all of its officers, directors,  
4 employees, consultants, retained experts, and Outside Counsel of Record (and their  
5 support staff).

6 2.13 Producing Party: A Party or Non-Party that produces Disclosure or  
7 Discovery Material in this Action.

8 2.14 Professional Vendors: Persons or entities that provide litigation support  
9 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
11 and their employees and subcontractors).

12 2.15 Protected Material: Any Disclosure or Discovery Material that is  
13 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
14 EYES ONLY.”

15 2.16 Receiving Party: A Party that receives Disclosure or Discovery Material  
16 from a Producing Party.

17 **3. SCOPE**

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

23 Any use of Protected Material at a trial in this Action shall be governed by the  
24 orders of the trial judge. This Order does not govern the use of Protected Material at  
25 trial.

26 **4. DURATION**

27 Even after final disposition of this litigation, the confidentiality obligations  
28 imposed by this Order shall remain in effect until a Designating Party agrees

1 otherwise in writing or a court order otherwise directs. Final disposition shall be  
2 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
3 or without prejudice; and (2) final judgment herein after the completion and  
4 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
5 including the time limits for filing any motions or applications for extension of time  
6 pursuant to applicable law.

7 **5. DESIGNATING PROTECTED MATERIAL**

8 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

16 Designations that are shown to be clearly unjustified or that have been made for  
17 an improper purpose (*e.g.*, to unnecessarily encumber the case development process or  
18 to impose unnecessary expenses and burdens on other parties) may expose the  
19 Designating Party to sanctions. If it comes to a Designating Party's attention that  
20 information or items that it designated for protection do not qualify for protection, that  
21 Designating Party must promptly notify all other Parties that it is withdrawing the  
22 inapplicable designation.

23 5.2 Manner and Timing of Designations. Except as otherwise provided in  
24 this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise  
25 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
26 under this Order must be clearly so designated before the material is disclosed or  
27 produced. Designation in conformity with this Order requires:  
28

1 (a) for information in documentary form (*e.g.*, paper or electronic documents,  
2 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
3 Producing Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL  
4 – ATTORNEYS’ EYES ONLY,” as appropriate, to each page that contains protected  
5 material. If only a portion or portions of the material on a page qualifies for  
6 protection, the Producing Party also must clearly identify the protected portion(s)  
7 (*e.g.*, by making appropriate markings in the margins) and must specify, for each  
8 portion, the level of protection being asserted.

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

23 (b) for testimony given in depositions or in other pretrial proceedings, that the  
24 Designating Party identify the Disclosure or Discovery Material and all protected  
25 testimony on the record, before the close of the deposition or proceeding, and specify  
26 the level of protection being asserted. When it is impractical to identify separately  
27 each portion of testimony that is entitled to protection and it appears that substantial  
28 portions of the testimony may qualify for protection, the Designating Party may

1 invoke on the record (before the deposition, hearing, or other proceeding is concluded)  
2 a right to have up to 21 days after conclusion of the deposition or other proceeding  
3 (the “Designation Period”) to identify the specific portions of the testimony as to  
4 which protection is sought and to specify the level of protection being asserted. Only  
5 those portions of the testimony that are appropriately designated for protection within  
6 the 21-day Designation Period shall be covered by the provisions of this Stipulated  
7 Protective Order, unless the Designating Party specifies that the entire transcript shall  
8 be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
9 EYES ONLY.”

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

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

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

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

14 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

15 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
16 designation of confidentiality at any time that is consistent with the Court’s  
17 Scheduling Order.

18 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
19 resolution process under Local Rule 37.1 *et seq.*

20 6.3 Burden of Persuasion. The burden of persuasion in any such challenge  
21 proceeding shall be on the Designating Party. Frivolous challenges, and those made  
22 for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens  
23 on other parties) may expose the Challenging Party to sanctions. Unless the  
24 Designating Party has waived or withdrawn the confidentiality designation, all Parties  
25 shall continue to afford the material in question the level of protection to which it is  
26 entitled under the Producing Party’s designation until the Court rules on the 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 Receiving  
7 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

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 Order.

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

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

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

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

23 (d) the Court and its personnel;

24 (e) court reporters and their staff;

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

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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 Action  
4 to whom disclosure is reasonably necessary, provided they have signed the  
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
6 by the Designating Party or ordered by the Court. Pages of transcribed deposition  
7 testimony or exhibits to depositions that reveal Protected Material may be separately  
8 bound by the court reporter and may not be disclosed to anyone except as permitted  
9 under this Stipulated Protective Order; and

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

12 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
13 ONLY” Information or Items. Unless otherwise ordered by the Court or permitted in  
14 writing by the Designating Party, a Receiving Party may disclose any information or  
15 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to the  
16 persons specified in Section 7.2, EXCEPT for those identified in 7.2(b) and 7.2(h). If  
17 a Receiving Party believes that disclosure to a witness in a deposition of information  
18 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” is  
19 reasonably necessary, it will obtain an executed “Acknowledgment and Agreement to  
20 Be Bound” (Exhibit A) from the witness and seek the written consent of the  
21 Disclosing Party, which consent shall not be unreasonably withheld.

22 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
23 **IN OTHER LITIGATION**

24 If a Party is served with a subpoena or a court order issued in other litigation  
25 that compels disclosure of any information or items designated in this Action as  
26 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
27 ONLY,” that Party must:  
28

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

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

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

9 If the Designating Party timely seeks a protective order, the Party served with  
10 the subpoena or court order shall not produce any information designated in this  
11 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
12 EYES ONLY” before a determination by the court from which the subpoena or order  
13 issued, unless the Party has obtained the Designating Party’s permission. The  
14 Designating Party shall bear the burden and expense of seeking protection in that  
15 court of its confidential material and nothing in these provisions should be construed  
16 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
17 directive from another court.

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

20 (a) The terms of this Order are applicable to information produced by a Non-  
21 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
22 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by  
23 Non-Parties in connection with this litigation is protected by the remedies and relief  
24 provided by this Order. Nothing in these provisions should be construed as  
25 prohibiting a Non-Party from seeking additional protections.

26 (b) In the event that a Party is required, by a valid discovery request, to produce  
27 a Non-Party’s confidential information in its possession, and the Party is subject to an  
28

1 agreement with the Non-Party not to produce the Non-Party's confidential  
2 information, then the Party shall:

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

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

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

11 (c) If the Non-Party fails to seek a protective order from this Court within 14  
12 days of receiving the notice and accompanying information, or within such other time  
13 as is designated in any pre-existing agreement between the Party and Non-Party  
14 governing the Party's handling and use of the subject confidential information, the  
15 Receiving Party may produce the Non-Party's confidential information responsive to  
16 the discovery request. If the Non-Party timely seeks a protective order, the Receiving  
17 Party shall not produce any information in its possession or control that is subject to  
18 the confidentiality agreement with the Non-Party before a determination by the Court.  
19 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
20 of seeking protection in this court of its Protected Material.

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

22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
23 Protected Material to any person or in any circumstance not authorized under this  
24 Stipulated Protective Order, the Receiving Party must immediately:

25 (a) notify in writing the Designating Party of the unauthorized disclosures,

26 (b) use its best efforts to retrieve all unauthorized copies of the Protected  
27 Material,

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1 (c) inform the person or persons to whom unauthorized disclosures were made  
2 of all the terms of this Order, and

3 (d) request such person or persons to execute the “Acknowledgment and  
4 Agreement to Be Bound” that is attached hereto as Exhibit A.

5 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
6 **PROTECTED MATERIAL**

7 When a Producing Party gives notice to Receiving Parties that certain  
8 inadvertently produced material is subject to a claim of privilege or other protection,  
9 Federal Rule of Civil Procedure 26(b)(5)(B) governs the obligations of the Receiving  
10 Parties. This provision is not intended to modify whatever procedure may be  
11 established in an e-discovery order that provides for production without prior privilege  
12 review.

13 **12. MISCELLANEOUS**

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
15 person to seek its modification by the Court in the future.

16 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
17 Protective Order, no Party waives any right it otherwise would have to object to  
18 disclosing or producing any information or item on any ground not addressed in this  
19 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
20 ground to use in evidence of any of the material covered by this Protective Order.

21 12.3 Filing Protected Material. A Party that seeks to file in the public record  
22 any Protected Material must do so under seal and, in so doing, must comply with Civil  
23 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court  
24 order authorizing the sealing of the specific Protected Material at issue. If a Party's  
25 request to file Protected Material under seal is denied by the Court, then the Receiving  
26 Party may file the information in the public record unless otherwise instructed by the  
27 Court.

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1 **13. FINAL DISPOSITION**

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

20 **14. VIOLATION OF THIS ORDER.**

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

24  
25 IT IS SO ORDERED.

26  
27 DATED: July 5, 2016

By:



Honorable Karen L. Stevenson  
United States Magistrate Judge

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**EXHIBIT A**

**ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury that  
I have read in its entirety and understand the Stipulated Protective Order that was  
issued by the United States District Court for the Central District of California on  
\_\_\_\_\_ [date] in the case of *Threshold Enterprises, Ltd. v. Glanbia plc, et al.*,  
Case No. 2:16-cv-01241-BRO-KS. I agree to comply with and to be bound by all the  
terms of this Stipulated Protective Order and I understand and acknowledge that  
failure to so comply could expose me to sanctions and punishment in the nature of  
contempt. I solemnly promise that I will not disclose in any manner any information  
or item that is subject to this Stipulated Protective Order to any person or entity except  
in strict compliance with the provisions of this Order. I further agree to submit to the  
jurisdiction of the United States District Court for the Central District of California for  
the purpose of enforcing the terms of this Stipulated Protective Order, even if such  
enforcement proceedings occur after termination of this action. I hereby appoint  
\_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Stipulated Protective  
Order.

Date: \_\_\_\_\_  
City and State where sworn and signed: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Signature: \_\_\_\_\_