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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

GASPARI NUTRITION, INC.  
Plaintiff,  
  
v.  
  
ASHLEY KALTWASSER;  
EHPLABS, LLC; and IZHAR  
BASHA,  
Defendants.

Case No. 2:16-cv-05522-JFW (GJS)

STIPULATED PROTECTIVE  
ORDER<sup>1</sup>

**NOTE CHANGE MADE BY THE  
COURT IN BOLD**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation is warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends

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<sup>1</sup> This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Gail J. Standish’s Procedures.

1 only to the limited information or items that are entitled to confidential treatment  
2 under the applicable legal principles.

3 B. GOOD CAUSE STATEMENT

4 This action is likely to involve trade secrets, customer and pricing lists and  
5 other valuable research, development, commercial, financial, technical and/or  
6 proprietary information for which special protection from public disclosure and  
7 from use for any purpose other than prosecution of this action is warranted. Such  
8 confidential and proprietary materials and information may consist of, among other  
9 things, confidential business or financial information, information regarding  
10 confidential business practices, or other confidential research, development, or  
11 commercial information (including information implicating privacy rights of third  
12 parties), information otherwise generally unavailable to the public, or which may be  
13 privileged or otherwise protected from disclosure under state or federal statutes,  
14 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
15 information, to facilitate the prompt resolution of disputes over confidentiality of  
16 discovery materials, to adequately protect information the parties are entitled to keep  
17 confidential, to ensure that the parties are permitted reasonable and necessary uses  
18 of such material in preparation for and in the conduct of trial, to address their  
19 handling at the end of the litigation, and serve the ends of justice, a protective order  
20 for such information is justified in this matter. It is the intent of the parties that  
21 information will not be designated as confidential or confidential – attorney’s eyes  
22 only for tactical reasons and that nothing be so designated without a good faith  
23 belief that it has been maintained in a confidential, non-public manner, and there is  
24 good cause why it should not be part of the public record of this case.

25 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

26 The parties further acknowledge, as set forth in Section 12.3, below, that this  
27 Stipulated Protective Order does not entitle them to file confidential information  
28 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed

1 and the standards that will be applied when a party seeks permission from the court  
2 to file material under seal.

3 There is a strong presumption that the public has a right of access to judicial  
4 proceedings and records in civil cases. In connection with non-dispositive motions,  
5 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
6 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
7 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics,*  
8 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders  
9 require good cause showing), **and a specific showing of good cause or compelling**  
10 **reasons with proper evidentiary support and legal justification, must be made**  
11 **with respect to Protected Material that a party seeks to file under seal.** The  
12 parties' mere designation of Disclosure or Discovery Material as CONFIDENTIAL  
13 or CONFIDENTIAL—ATTORNEY EYES ONLY does not (without the  
14 submission of competent evidence by declaration, establishing that the material  
15 sought to be filed under seal qualifies as confidential, privileged, or otherwise  
16 protectable) constitute good cause.

17 Further, if a party requests sealing related to a dispositive motion or trial, then  
18 compelling reasons, not only good cause, for the sealing must be shown, and the  
19 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
20 *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For  
21 each item or type of information, document, or thing sought to be filed or introduced  
22 under seal in connection with a dispositive motion or trial, the party seeking  
23 protection must articulate compelling reasons, supported by specific facts and legal  
24 justification, for the requested sealing order. Again, competent evidence supporting  
25 the application to file documents under seal must be provided by declaration.

26 Any document that is not confidential, privileged, or otherwise protectable in  
27 its entirety will not be filed under seal if the confidential portions can be redacted.  
28 If documents can be redacted, then a redacted version for public viewing, omitting

1 only the confidential, privileged, or otherwise protectable portions of the document,  
2 shall be filed. Any application that seeks to file documents under seal in their  
3 entirety should include an explanation of why redaction is not feasible.

4 2. DEFINITIONS

5 2.1 Action: this pending federal lawsuit.

6 2.2 Challenging Party: a Party or Non-Party that challenges the  
7 designation of information or items under this Order.

8 2.3.1 “CONFIDENTIAL” Information or Items: information (regardless of  
9 how it is generated, stored or maintained) or tangible things that is so designated by  
10 the producing party and that qualifies for protection under Federal Rule of Civil  
11 Procedure 26(c) and as specified above in the Good Cause Statement.

12 2.3.2 “CONFIDENTIAL—ATTORNEY EYES ONLY” Information or  
13 Items: CONFIDENTIAL information (regardless of how it is generated, stored or  
14 maintained) or tangible things that is so designated by the producing party and that  
15 qualifies for protection under Federal Rule of Civil Procedure 26(c), as specified  
16 above in the Good Cause Statement, and that also meets the definition set forth  
17 below. Specifically, the designation CONFIDENTIAL—ATTORNEYS EYES  
18 ONLY may be used only for the following types of past, current, or future  
19 CONFIDENTIAL information: (1) sensitive technical information, including  
20 current research, development and manufacturing information and patent  
21 prosecution information, (2) sensitive and non-public business information,  
22 including sensitive financial or marketing information and the identity of suppliers,  
23 distributors, and potential or actual customers, (3) competitive technical  
24 information, including technical analyses or comparisons of competitor’s products,  
25 or (4) competitive business information, including non-public financial or marketing  
26 analyses or comparisons of competitor’s products and strategic product planning.

27 2.4 Counsel: Outside Counsel and House Counsel (as well as their support  
28 staff).

1           2.5    Designating Party: a Party or Non-Party that designates information or  
2 items that it produces in disclosures or in responses to discovery as  
3 “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEY EYES ONLY.”

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

8           2.7    Expert: a person with specialized knowledge or experience in a matter  
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
10 an expert witness or as a consultant in this Action.

11          2.8    House Counsel: attorneys who are employees of a party to this Action.  
12 House Counsel does not include Outside Counsel.

13          2.9    Non-Party: any natural person, partnership, corporation, association or  
14 other legal entity not named as a Party to this action.

15          2.10 Outside Counsel: attorneys who are not employees of a party to this  
16 Action but are retained to represent or advise a party to this Action including their  
17 support staff.

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

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

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

27          2.14 Protected Material: any Disclosure or Discovery Material that is  
28 designated as “CONFIDENTIAL or CONFIDENTIAL—ATTORNEY EYES

1 ONLY.”

2 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
3 Material from a Producing Party.

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

12

13 4. DURATION

14 Once a case proceeds to trial, information that was designated as  
15 CONFIDENTIAL, CONFIDENTIAL—ATTORNEY EYES ONLY, or maintained  
16 pursuant to this protective order used or introduced as an exhibit at trial becomes  
17 public and will be presumptively available to all members of the public, including  
18 the press, unless compelling reasons supported by specific factual findings to  
19 proceed otherwise are made to the trial judge in advance of the trial. *See*  
20 *Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing  
21 documents produced in discovery from “compelling reasons” standard when merits-  
22 related documents are part of court record). Accordingly, the terms of this  
23 protective order do not extend beyond the commencement of the trial.

24

25 5. DESIGNATING PROTECTED MATERIAL

26 5.1 Exercise of Restraint and Care in Designating Material for Protection.  
27 Each Party or Non-Party that designates information or items for protection under  
28 this Order must take care to limit any such designation to specific material that

1 qualifies under the appropriate standards. The Designating Party must designate for  
2 protection only those parts of material, documents, items or oral or written  
3 communications that qualify so that other portions of the material, documents, items  
4 or communications for which protection is not warranted are not swept unjustifiably  
5 within the ambit of this Order.

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

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

14 5.2 Manner and Timing of Designations. Except as otherwise provided in  
15 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
16 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
17 under this Order must be clearly so designated before the material is disclosed or  
18 produced.

19 Designation in conformity with this Order requires:

20 (a) for information in documentary form (e.g., paper or electronic  
21 documents, but excluding transcripts of depositions or other pretrial or trial  
22 proceedings), that the Producing Party affix at a minimum, the legend  
23 "CONFIDENTIAL" or "CONFIDENTIAL—ATTORNEY EYES ONLY", to each  
24 page that contains protected material. If only a portion of the material on a page  
25 qualifies for protection, the Producing Party also must clearly identify the protected  
26 portion(s) (e.g., by making appropriate markings in the margins).

27 A Party or Non-Party that makes original documents available for inspection  
28 need not designate them for protection until after the inspecting Party has indicated

1 which documents it would like copied and produced. During the inspection and  
2 before the designation, all of the material made available for inspection shall be  
3 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
4 documents it wants copied and produced, the Producing Party must determine which  
5 documents, or portions thereof, qualify for protection under this Order. Then,  
6 before producing the specified documents, the Producing Party must affix the  
7 “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEY EYES ONLY” legend to  
8 each page that contains Protected Material. If only a portion of the material on a  
9 page qualifies for protection, the Producing Party also must clearly identify the  
10 protected portion(s) (e.g., by making appropriate markings in the margins).

11 (b) for testimony given in depositions that the Designating Party identifies  
12 the Disclosure or Discovery Material on the record, before the close of the  
13 deposition all protected testimony.

14 (c) for information produced in some form other than documentary and  
15 for any other tangible items, that the Producing Party affix in a prominent place on  
16 the exterior of the container or containers in which the information is stored the  
17 legend “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEY EYES ONLY.”  
18 If only a portion or portions of the information warrants protection, the Producing  
19 Party, to the extent practicable, shall identify the protected portion(s).

20 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
21 failure to designate qualified information or items does not, standing alone, waive  
22 the Designating Party’s right to secure protection under this Order for such material.  
23 Upon timely correction of a designation, the Receiving Party must make reasonable  
24 efforts to assure that the material is treated in accordance with the provisions of this  
25 Order.

## 26 27 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

28 6.1 Timing of Challenges. Any Party or Non-Party may challenge a



1 designation of confidentiality at any time that is consistent with the Court's  
2 Scheduling Order.

3  
4 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
5 resolution process under Local Rule 37.1 et seq.

6 6.3 The burden of persuasion in any such challenge proceeding shall be on  
7 the Designating Party. Frivolous challenges, and those made for an improper  
8 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
9 parties) may expose the Challenging Party to sanctions. Unless the Designating  
10 Party has waived or withdrawn the confidentiality designation, all parties shall  
11 continue to afford the material in question the level of protection to which it is  
12 entitled under the Producing Party's designation until the Court rules on the  
13 challenge.

14  
15 7. ACCESS TO AND USE OF PROTECTED MATERIAL

16 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
17 disclosed or produced by another Party or by a Non-Party only in connection with  
18 this Action for prosecuting, defending or attempting to settle this Action. Such  
19 Protected Material may be disclosed only to the categories of persons and under the  
20 conditions described in this Order. When the Action has been terminated, a  
21 Receiving Party must comply with the provisions of section 13 below (FINAL  
22 DISPOSITION).

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

26 7.2.1 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
27 otherwise ordered by the court or permitted in writing by the Designating Party, a  
28 Receiving Party may disclose any information or item designated

1 “CONFIDENTIAL” only to:

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

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

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

10 (d) the court and its personnel;

11 (e) court reporters and their staff;

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

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

17 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
18 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
19 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
20 not be permitted to keep any confidential information unless they sign the  
21 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
22 agreed by the Designating Party or ordered by the court. Pages of transcribed  
23 deposition testimony or exhibits to depositions that reveal Protected Material may  
24 be separately bound by the court reporter and may not be disclosed to anyone except  
25 as permitted under this Stipulated Protective Order; and

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

28 7.2.2 Disclosure of “CONFIDENTIAL—ATTORNEY EYES ONLY”

1 Information or Items. Unless otherwise ordered by the court or permitted in writing  
2 by the Designating Party, a Receiving Party may disclose any information or item  
3 designated “CONFIDENTIAL—ATTORNEY EYES ONLY” to only:

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

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

10 (c) the Court and its personnel;

11 (d) court reporters and their staff;

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

15 (f) the author or recipient of a document containing the information or a  
16 custodian or other person who otherwise possessed or knew the information;

17 (g) during their depositions, witnesses, and attorneys for witnesses, in the  
18 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
19 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
20 not be permitted to keep any confidential information unless they sign the  
21 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
22 agreed by the Designating Party or ordered by the court. Pages of transcribed  
23 deposition testimony or exhibits to depositions that reveal Protected Material may  
24 be separately bound by the court reporter and may not be disclosed to anyone except  
25 as permitted under this Stipulated Protective Order; and

26 (h) any mediator or settlement officer, and their supporting personnel,  
27 mutually agreed upon by any of the parties engaged in settlement discussions.

28 7.2.3 Leave for Further Disclosure. To the extent a Receiving Party wishes

1 to seek leave to disclose information designated as CONFIDENTIAL or  
2 CONFIDENTIAL – ATTORNEYS EYES ONLY to a person who is not qualified to  
3 receive such information under the terms set forth above, the Receiving Party may  
4 request permission from the Producing Party in writing by identifying the specific  
5 documents, groups of documents, or portions thereof to be disclosed, and the  
6 persons to whom the designated information would be disclosed. Upon receipt of  
7 such a letter, the Producing Party must respond in writing within seven (7) calendar  
8 days. If the Producing Party does not agree to the Receiving Party’s request, it shall  
9 provide a written explanation for its decision. The Receiving Party may then seek a  
10 ruling from the Court authorizing disclosure of the designated information to the  
11 persons proposed by the Receiving Party.

12 7.2.4 Nothing in this Protective Order shall bar or otherwise restrict outside  
13 counsel from rendering advice to his or her client with respect to this action and, in  
14 the course thereof, from relying in a general way upon his or her examination of  
15 materials designated CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS  
16 EYES ONLY, provided, however, that in rendering such advice and in otherwise  
17 communicating with his or her clients, such counsel shall not disclose the specific  
18 contents of any materials designated CONFIDENTIAL or CONFIDENTIAL –  
19 ATTORNEYS EYES ONLY to persons who are not qualified under this Protective  
20 Order to receive such materials.

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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 “CONFIDENTIAL—ATTORNEY EYES ONLY,” that  
27 Party must:

- 28 (a) promptly notify in writing the Designating Party. Such notification

1 shall include a copy of the subpoena or court order;

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

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

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

17  
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  
21 Non-Party in this Action and designated as “CONFIDENTIAL” or  
22 “CONFIDENTIAL—ATTORNEY 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  
27 produce a Non-Party’s confidential information in its possession, and the Party is  
28 subject to an agreement with the Non-Party not to produce the Non-Party’s

1 confidential information, then the Party shall:

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

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

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

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

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19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
2 PROTECTED MATERIAL

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

13  
14 12. MISCELLANEOUS

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

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

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

28

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  
5 this 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  
21     14.    VIOLATION

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

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: June 23, 2017

MURPHY, CAMPBELL, ALLISTON & QUINN

By: /s/ Mariel Covarrubias  
Mariel Covarrubias

Attorneys for Plaintiff GASPARI NUTRITION

Dated: June 23, 2017

WALLERSTEIN LAW

By: /s/ Michael Wallerstein  
Michael Wallerstein

Attorneys for Defendant Ashley Kaltwasser

Dated: June 23, 2017

CALL & JENSEN  
A Professional Corporation  
Scott R. Hatch

By: /s/ Scott R. Hatch  
Scott R. Hatch

Attorneys for Defendants EHPLABS, LLC  
and IZHAR BASHA

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: June 28, 2017



GAIL J. STANDISH  
UNITED STATES MAGISTRATE JUDGE

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**SIGNATURE CERTIFICATION**

I hereby certify that the content of this document is acceptable to Mariel Covarrubias, counsel for Plaintiff Gaspari Nutrition, and Michael Wallerstein, counsel for Defendant Ashley Kaltwasser, that I have obtained Ms. Covarrubias’s and Mr. Wallerstein’s authorization to affix their electronic signatures to this document.

By:           /s/Scott R. Hatch            
Scott R. Hatch

