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 12 DESIGNS FOR HEALTH, INC.

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 15 **IN THE UNITED STATES DISTRICT COURT**
 16 **CENTRAL DISTRICT OF CALIFORNIA**
WESTERN DIVISION

17	AKESO HEALTH SCIENCES, LLC)	
18)	Case No. 2:16-cv-07749 SJO (PJWx)
19	Plaintiff,)	
20	vs.)	STIPULATED PROTECTIVE
21	DESIGNS FOR HEALTH, INC,)	ORDER
22)	
23	Defendant)	
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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 may be 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 only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

I. GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, customer and pricing lists and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such

1 confidential and proprietary materials and information consist of, among other
2 things, confidential business or financial information, information regarding
3 patents or formulations of dietary supplements and homeopathic remedies,
4 information regarding confidential business practices, or other confidential
5 information regarding confidential business practices, or other confidential
6 research, development, or commercial information (including information
7 implicating privacy rights of third parties), information otherwise generally
8 unavailable to the public, or which may be privileged or otherwise protected from
9 disclosure under state or federal statutes, court rules, case decisions, or common
10 law. Accordingly, to expedite the flow of information, to facilitate the prompt
11 resolution of disputes over confidentiality of discovery materials, to adequately
12 protect information the parties are entitled to keep confidential, to ensure that the
13 parties are permitted reasonable necessary uses of such material in preparation for
14 and in the conduct of trial and settlement discussions, to address their handling at
15 the end of the litigation, and serve the ends of justice, a protective order for such
16 information is justified in this matter. It is the intent of the parties that
17 information will not be designated as confidential for tactical reasons and that
18 nothing be so designated without a good faith belief that it has been maintained in
19 a confidential, non-public manner, and there is good cause why it should not be
20 part of the public record of this case.
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1 **II. DEFINITIONS**

2 2.1 Action. The pending lawsuit styled *Akeso Health Sciences, LLC v.*
3 *Designs For Health, Inc.*, with case number 2:16-cv-07749 SJO (PJWx).

4 2.2 Challenging Party: a Party or Non-Party that challenges the
5 designation of information or items under this Order.
6

7 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
8 how it is generated, stored or maintained) or tangible things that are not
9 designated as “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” and that
10 qualify for protection under Federal Rule of Civil Procedure 26(c), and as
11 specified above in the Good Cause Statement.
12
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14 2.4 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or
15 Items: information (regardless of how it is generated, stored or maintained) or
16 tangible things the disclosure of which the Producing Party reasonably believes
17 would cause severe harm and/or competitive detriment to the Producing Party and
18 that qualify for protection under Federal Rule of Civil Procedure 26(c), and as
19 specified above in the Good Cause Statement. The designation CONFIDENTIAL
20 – ATTORNEYS EYES ONLY may be used only for the following: (1) sensitive
21 technical information, including current research, development and
22 manufacturing information and patent prosecution information, (2) sensitive
23 business information, including highly sensitive financial or marketing
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1 information and the identity of suppliers, distributors and potential or actual
2 customers, (3) competitive technical information, including technical analyses or
3 comparisons of competitor's products, (4) competitive business information,
4 including non-public financial or marketing analyses or comparisons of
5 competitor's products and strategic product planning, or (5) any other information
6 the disclosure of which to non-qualified people subject to this Protective Order
7 the Producing Party reasonably and in good faith believes would likely cause
8 severe harm and/or competitive detriment to the Producing Party.

11 2.5 Counsel: Outside Counsel of Record (as well as their support staff).

12 2.6 Designating Party: a Party or Non-Party that designates information
13 or items that it produces in disclosures or in responses to discovery as
14 "CONFIDENTIAL" or as "CONFIDENTIAL – ATTORNEYS EYES ONLY."

15 2.7 Disclosure or Discovery Material: all items or information,
16 regardless of the medium or manner in which it is generated, stored, or
17 maintained (including, among other things, testimony, transcripts, and tangible
18 things), that are produced or generated in disclosures or responses to discovery in
19 this matter.
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23 2.8 Expert: a person with specialized knowledge or experience in a
24 matter pertinent to the litigation who has been retained by a Party or its counsel to
25 serve as an expert witness or as a consultant in this Action.
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1 2.9 House Counsel: attorneys who are employees of a party to this
2 Action. House Counsel does not include Outside Counsel of Record or any other
3 outside counsel.

4 2.10 Non-Party: any natural person, partnership, corporation, association,
5 or other legal entity not named as a Party to this action.

6 2.11 Outside Counsel of Record: attorneys who are not employees of a
7 party to this Action but are retained to represent or advise a party to this Action
8 and have appeared in this Action on behalf of that party or are affiliated with a
9 law firm which has appeared on behalf of that party, and includes support staff.

10 2.12 Party: any party to this Action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and
12 their support staffs).

13 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
14 Discovery Material in this Action.

15 2.14 Professional Vendors: persons or entities that provide litigation
16 support services (e.g., photocopying, videotaping, translating, preparing exhibits
17 or demonstrations, and organizing, storing, or retrieving data in any form or
18 medium) and their employees and subcontractors.

1 2.15 Protected Material: any Disclosure or Discovery Material that is
2 designated as “CONFIDENTIAL” or as “CONFIDENTIAL – ATTORNEYS
3 EYES ONLY.”

4 2.16 Receiving Party: a Party that receives Disclosure or Discovery
5 Material from a Producing Party.
6

7 **III. SCOPE**

8 The protections conferred by this Stipulation and Order cover not only
9 Protected Material (as defined above), but also (1) any information copied or
10 extracted from Protected Material; (2) all copies, excerpts, summaries, or
11 compilations of Protected Material; and (3) any testimony, conversations, or
12 presentations by Parties or their Counsel that might reveal Protected Material.
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15 Any use of Protected Material at trial shall be governed by the orders of the
16 trial judge. This Order does not govern the use of Protected Material at trial,
17 which will be subject to a separate order entered for trial by the presiding judge.
18

19 For avoidance of doubt, this Order expressly permits Outside Counsel of
20 Record to advise the Parties based on review and analysis of Protected Material
21 that is accessible to the Outside Counsel of Record but not to the respective
22 Parties, provided that the Protected Material itself is not disclosed to persons who
23 are not authorized to have access under this Order. To facilitate settlement
24 discussions in this matter, it shall not be a violation of this Order for Outside
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1 Counsel of Record to disclose to a Party aggregate financial information produced
2 by the other Party so long as details are treated in accordance with proper
3 designations applied by a Designating Party to such financial information and the
4 Designating Party has provided prior consent to the disclosure of such aggregate
5 financial information.
6

7 **IV. DURATION**

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

20 5.1 Exercise of Restraint and Care in Designating Material for
21 Protection. Each Party or Non-Party that designates information or items for
22 protection under this Order must take care to limit any such designation to
23 specific material that qualifies under the appropriate standards. The Designating
24 Party must designate for protection only those parts of material, documents,
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1 items, or oral or written communications that qualify so that other portions of the
2 material, documents, items, or communications for which protection is not
3 warranted are not swept unjustifiably within the ambit of this Order.

4 Mass, indiscriminate, or routinized designations are prohibited.

5
6 Designations that are shown to be clearly unjustified or that have been made for
7 an improper purpose (e.g., to unnecessarily encumber the case development
8 process or to impose unnecessary expenses and burdens on other parties) may
9 expose the Designating Party to sanctions.
10

11 If it comes to a Designating Party's attention that information or items that
12 it designated for protection do not qualify for protection, that Designating Party
13 must promptly notify all other Parties that it is withdrawing the inapplicable
14 designation.
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17 5.2 Manner and Timing of Designations. Except as otherwise provided
18 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
19 stipulated or ordered, Disclosure or Discovery Material that qualifies for
20 protection under this Order must be clearly so designated before the material is
21 disclosed or produced.
22

23 Designation in conformity with this Order requires:

24 (a) For information in documentary form (e.g., paper or electronic
25 documents, but excluding transcripts of depositions or other pretrial or trial
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1 proceedings), that the Producing Party affix at a minimum, the legend
2 “CONFIDENTIAL INFORMATION” or “CONFIDENTIAL – ATTORNEYS’
3 EYES ONLY” (hereinafter “CONFIDENTIAL legend”), to each page that
4 contains protected material. If only a portion or portions of the material on a page
5 qualifies for protection, the Producing Party also must clearly identify the
6 protected portion(s) (e.g., by making appropriate markings in the margins).
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9 A Party or Non-Party that makes original documents available for
10 inspection need not designate them for protection until after the inspecting Party
11 has indicated which documents it would like copied and produced. During the
12 inspection and before the designation, all of the material made available for
13 inspection shall be deemed “CONFIDENTIAL” unless otherwise designated as
14 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party
15 has identified the documents it wants copied and produced, the Producing Party
16 must determine which documents, or portions thereof, qualify for protection
17 under this Order. Then, before producing the specified documents, the Producing
18 Party must affix the “CONFIDENTIAL legend” to each page that contains
19 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
21 protected portion(s) (e.g., by making appropriate markings in the margins).
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1 (b) For testimony given in depositions that the Designating Party identify
2 the Disclosure or Discovery Material on the record, before the close of the
3 deposition all protected testimony.
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5 (c) For information produced in some form other than documentary and for
6 any other tangible items, that the Producing Party affix in a prominent place on
7 the exterior of the container or containers in which the information is stored the
8 “CONFIDENTIAL legend.” If only a portion or portions of the information
9 warrants protection, the Producing Party, to the extent practicable, shall identify
10 the protected portion(s).
11

12
13 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
14 failure to designate qualified information or items does not, standing alone, waive
15 the Designating Party’s right to secure protection under this Order for such
16 material. Upon timely correction of a designation, the Receiving Party must
17 make reasonable efforts to assure that the material is treated in accordance with
18 the provisions of this Order. It shall be understood however, that no person or
19 party shall incur any liability hereunder with respect to disclosure that occurred
20 prior to receipt of written notice of a belated designation
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1 **VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time that is consistent with the Court’s
4 Scheduling Order.

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6 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
7 resolution process under Local Rule 37.1 et seq.

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

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

4 Protected Material must be stored and maintained by a Receiving Party at a
5 location and in a secure manner that ensures that access is limited to the persons
6 authorized under this Order.
7

8 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
9 otherwise ordered by the court or permitted in writing by the Designating Party, a
10 Receiving Party may disclose any information or item designated
11 “CONFIDENTIAL” only to:
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13 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
14 as employees of said Outside Counsel of Record to whom it is reasonably
15 necessary to disclose the information for this Action;
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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

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

25 (d) the court and its personnel;

26 (e) court reporters and their staff;

1 (f) professional jury or trial consultants, mock jurors, and Professional
2 Vendors to whom disclosure is reasonably necessary for this Action and who
3 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A):
4

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

7 (h) during their depositions, witnesses, and attorneys for witnesses, in the
8 Action to whom disclosure is reasonably necessary provided: (1) the deposing
9 party requests that the witness sign the form attached as Exhibit A hereto; and (2)
10 they will not be permitted to keep any confidential information unless they sign
11 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless
12 otherwise agreed by the Designating Party or ordered by the court. Pages of
13 transcribed deposition testimony or exhibits to depositions that reveal Protected
14 Material may be separately bound by the court reporter and may not be disclosed
15 to anyone except as permitted under this Stipulated Protective Order; and
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17 (i) any mediator or settlement officer, and their supporting personnel,
18 mutually agreed upon by any of the parties engaged in settlement discussions.
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22 7.3 Disclosure of “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
23 Information or Items. Unless otherwise ordered by the court or permitted in
24 writing by the Designating Party, a Receiving Party may disclose any information
25 or item designated “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:
26

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

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

8 (c) the court and its personnel;

9 (d) court reporters and their staff;

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

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

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

3 (h) any mediator or settlement officer, and their supporting personnel,
4 mutually agreed upon by any of the parties engaged in settlement discussions.
5

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

8 If a Party is served with a subpoena or a court order issued in other
9 litigation that compels disclosure of any information or items designated in this
10 Action as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES
11 ONLY” that Party must:
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13 (a) promptly notify in writing the Designating Party. Such notification shall
14 include a copy of the subpoena or court order;
15

16 (b) promptly notify in writing the party who caused the subpoena or order
17 to issue in the other litigation that some or all of the material covered by the
18 subpoena or order is subject to this Protective Order. Such notification shall
19 include a copy of this Stipulated Protective Order; and
20

21 (c) cooperate with respect to all reasonable procedures sought to be
22 pursued by the Designating Party whose Protected Material may be affected.
23

24 If the Designating Party timely seeks a protective order, the Party served
25 with the subpoena or court order shall not produce any information designated in
26

1 this action as “CONFIDENTIAL” or CONFIDENTIAL – ATTORNEYS’ EYES
2 ONLY” before a determination by the court from which the subpoena or order
3 issued, unless the Party has obtained the Designating Party’s permission. The
4 Designating Party shall bear the burden and expense of seeking protection in that
5 court of its confidential material and nothing in these provisions should be
6 construed as authorizing or encouraging a Receiving Party in this Action to
7 disobey a lawful directive from another court.
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10 **IX. 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” or as
14 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced
15 by Non-Parties in connection with this litigation is protected by the remedies and
16 relief provided by this Order. Nothing in these provisions should be construed as
17 prohibiting a Non-Party from seeking additional protections.
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20 (b) In the event that a Party is required, by a valid discovery request, to
21 produce a Non-Party’s confidential information in its possession, and the Party is
22 subject to an agreement with the Non-Party not to produce the Non-Party’s
23 confidential information, then the Party shall:
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1 (1) promptly notify in writing the Requesting Party and the Non-
2 Party that some or all of the information requested is subject to a confidentiality
3 agreement with a Non-Party;

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

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

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

23 If a Receiving Party learns that, by inadvertence or otherwise, it has
24 disclosed Protected Material to any person or in any circumstance not authorized
25 under this Stipulated Protective Order, the Receiving Party must immediately (a)
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1 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
2 best efforts to retrieve all unauthorized copies of the Protected Material, (c)
3 inform the person or persons to whom unauthorized disclosures were made of all
4 the terms of this Order, and (d) request such person or persons to execute the
5 “Acknowledgment and Agreement to Be Bound” that is attached hereto as
6 Exhibit A.
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9 **XI. INADVERTENT PRODUCTION OF PRIVILEGED OR
10 OTHERWISE PROTECTED MATERIAL**

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

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of
3 any person to seek its modification by the Court in the future.
4

5 12.2 Right to Assert Other Objections. By stipulating to the entry of this
6 Protective Order no Party waives any right it otherwise would have to object to
7 disclosing or producing any information or item on any ground not addressed in
8 this Stipulated Protective Order. Similarly, no Party waives any right to object on
9 any ground to use in evidence of any of the material covered by this Protective
10 Order.
11

12 12.3 Filing Protected Material. A Party that seeks to file under seal any
13 Protected Material must comply with Civil Local Rule 79-5. Protected Material
14 may only be filed under seal pursuant to a court order authorizing the sealing of
15 the specific Protected Material at issue. If a Party's request to file Protected
16 Material under seal is denied by the court, then the Receiving Party may file the
17 information in the public record unless otherwise instructed by the court.
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21 **XIII. FINAL DISPOSITION**

22 After the final disposition of this Action, as defined in paragraph 4, within
23 60 days of a written request by the Designating Party, each Receiving Party must
24 return all Protected Material to the Producing Party or destroy such material. As
25 used in this subdivision, “all Protected Material” includes all copies, abstracts,
26

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

21 **XIV. VIOLATION OF THIS ORDER**

22 Any violation of this Order may be punished by any and all appropriate
23 measures including, without limitation, contempt proceedings and/or monetary
24 sanctions.
25
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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 DATED: July 14, 2017

3
4 /s/ Shawn G. Hansen (with permission via July 11, 2017 e-mail)
5 Shawn G. Hansen

6 Attorney for Plaintiff
7
8

9 DATED: July 14, 2017

10
11 /s/ David R. Pignataro
12 Peter W. Peterson
13 David R. Pignataro
14 Douglas G. Muehlhauser

15 Attorneys for Defendant

16 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

17
18 DATED: July 24, 2017

19 

20 _____
21 Patrick J. Walsh
22 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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4 I, _____ [print or type full name], declare under
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6 penalty of perjury that I have read in its entirety and understand the
7 Stipulated Protective Order that was issued by the United States District
8 Court for the Central District of California in the case of *Akeso Health*
9 *Sciences, LLC v. Designs For Health, Inc.*, Case No. 2:16-cv-07749 SJO
10 (PJWx). I agree to comply with and to be bound by all the terms of this
11 Stipulated Protective Order and I understand and acknowledge that failure to
12 so comply could expose me to sanctions and punishment in the nature of
13 contempt. I solemnly promise that I will not disclose in any manner any
14 information or item that is subject to this Stipulated Protective Order to any
15 person or entity except in strict compliance with the provisions of this Order.
16
17 I further agree to submit to the jurisdiction of the United States District Court
18 for the Central District of California for the purpose of enforcing the terms of
19 this Stipulated Protective Order, even if such enforcement proceedings occur
20 after termination of this action. I hereby appoint _____ [print or
21 type full name] of _____
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1 [print or type full address and telephone number] as my California agent for
2 service of process in connection with this action or any proceedings related to
3 enforcement of this Stipulated Protective Order.
4

5 Date: _____
6

7 City and State where sworn and signed: _____
8

9 Printed name: _____
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11 Signature: _____
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