

1 Shawn G. Hansen (SBN 197033)
 2 shansen@nixonpeabody.com
 3 NIXON PEABODY LLP
 4 300 South Grand Avenue, Suite 4100
 5 Los Angeles, CA 90071-3151
 6 Telephone: (213) 629-6000
 7 Facsimile: (855) 780-9262

8 *Attorneys for Plaintiff*
 9 AKESO HEALTH SCIENCES, LLC

10 Marc E. Hankin (SBN: 170505)
 11 Marc@HankinPatentLaw.com
 12 Anooj Patel (SBN: 300297)
 13 Anooj@HankinPatentLaw.com
 14 **HANKIN PATENT LAW, APC**
 15 12400 Wilshire Boulevard, Suite 1265
 16 Los Angeles, CA 90025
 17 Tel: (310) 979-3600
 18 Fax: (310) 979-3603

19 *Attorneys for Defendant*
 20 FAMILY TREE REMEDIES, LLC

21 **UNITED STATES DISTRICT COURT**
 22 **CENTRAL DISTRICT OF CALIFORNIA**
 23 **WESTERN DIVISION**

24 **AKESO HEALTH SCIENCES, LLC,**

25 Plaintiff,

26 vs.

27 **FAMILY TREE REMEDIES, LLC,**

28 Defendant.

Case No. 2:16-cv-08164 BRO (ASx)

**STIPULATED PROTECTIVE
 ORDER**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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.

GOOD CAUSE STATEMENT

1.1 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 confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding patents

1 or formulations of dietary supplements and homeopathic remedies, information
2 regarding confidential business practices, or other confidential research,
3 development, or commercial information (including information implicating
4 privacy rights of third parties), information otherwise generally unavailable to the
5 public, or which may be privileged or otherwise protected from disclosure under
6 state or federal statutes, court rules, case decisions, or common law. Accordingly,
7 to expedite the flow of information, to facilitate the prompt resolution of disputes
8 over confidentiality of discovery materials, to adequately protect information the
9 parties are entitled to keep confidential, to ensure that the parties are permitted
10 reasonable necessary uses of such material in preparation for and in the conduct of
11 trial and settlement discussions, to address their handling at the end of the litigation,
12 and serve the ends of justice, a protective order for such information is justified in
13 this matter. It is the intent of the parties that information will not be designated as
14 confidential for tactical reasons and that nothing be so designated without a good
15 faith belief that it has been maintained in a confidential, non-public manner, and
16 there is good cause why it should not be part of the public record of this case.
17
18
19
20
21

22 **DEFINITIONS**

23
24 2.1 Action. The pending lawsuit styled *Akeso Health Sciences, LLC v.*
25 *Family Tree Remedies, LLC*, with case number 2:16-cv-08164 BRO (ASx).

26 2.2 Challenging Party: a Party or Non-Party that challenges the
27 designation 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 are not designated
3 as “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” and that qualify for
4 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
5 the Good Cause Statement.
6

7
8 2.4 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or
9 Items: information (regardless of how it is generated, stored or maintained) or
10 tangible things the disclosure of which the Producing Party reasonably believes
11 would cause severe harm and/or competitive detriment to the Producing Party and
12 that qualify for protection under Federal Rule of Civil Procedure 26(c), and as
13 specified above in the Good Cause Statement. The designation CONFIDENTIAL –
14 ATTORNEYS EYES ONLY may be used only for the following: (1) sensitive
15 technical information, including current research, development and manufacturing
16 information and patent prosecution information, (2) sensitive business information,
17 including highly sensitive financial or marketing information and the identity of
18 suppliers, distributors and potential or actual customers, (3) competitive technical
19 information, including technical analyses or comparisons of competitor’s products,
20 (4) competitive business information, including non-public financial or marketing
21 analyses or comparisons of competitor’s products and strategic product planning, or
22 (5) any other information the disclosure of which to non-qualified people subject to
23 this Protective Order the Producing Party reasonably and in good faith believes
24
25
26
27
28

1 would likely cause severe harm and/or competitive detriment to the Producing
2 Party.

3
4 2.5 Counsel: Outside Counsel of Record (as well as their support staff).

5 2.6 Designating Party: a Party or Non-Party that designates information or
6 items that it produces in disclosures or in responses to discovery as
7 “CONFIDENTIAL” or as “CONFIDENTIAL – ATTORNEYS EYES ONLY.”

8
9 2.7 Disclosure or Discovery Material: all items or information, regardless
10 of the medium or manner in which it is generated, stored, or maintained (including,
11 among other things, testimony, transcripts, and tangible things), that are produced
12 or generated in disclosures or responses to discovery in this matter.

13
14 2.8 Expert: a person with specialized knowledge or experience in a matter
15 pertinent to the litigation who has been retained by a Party or its counsel to serve as
16 an expert witness or as a consultant in this Action.

17
18 2.9 House Counsel: attorneys who are employees of a party to this Action.
19 House Counsel does not include Outside Counsel of Record or any other outside
20 counsel.

21
22 2.10 Non-Party: any natural person, partnership, corporation, association, or
23 other legal entity not named as a Party to this action.

24
25 2.11 Outside Counsel of Record: attorneys who are not employees of a
26 party to this Action but are retained to represent or advise a party to this Action and
27

28

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

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

7
8 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
9 Discovery Material in this Action.

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

15
16 2.15 Protected Material: any Disclosure or Discovery Material that is
17 designated as “CONFIDENTIAL” or as “CONFIDENTIAL – ATTORNEYS
18 EYES ONLY.”

19
20 2.16 Receiving Party: a Party that receives Disclosure or Discovery
21 Material from a Producing Party.

22 **SCOPE**

23
24 3.1 The protections conferred by this Stipulation and Order cover not only
25 Protected Material (as defined above), but also (1) any information copied or
26 extracted from Protected Material; (2) all copies, excerpts, summaries, or
27

1 compilations of Protected Material; and (3) any testimony, conversations, or
2 presentations by Parties or their Counsel that might reveal Protected Material.
3

4 Any use of Protected Material at trial shall be governed by the orders of the
5 trial judge. This Order does not govern the use of Protected Material at trial, which
6 will be subject to a separate order entered for trial by the presiding judge.
7

8 For avoidance of doubt, this Order expressly permits Outside Counsel of
9 Record to advise the Parties based on review and analysis of Protected Material that
10 is accessible to the Outside Counsel of Record but not to the respective Parties,
11 provided that the Protected Material itself is not disclosed to persons who are not
12 authorized to have access under this Order. To facilitate settlement discussions in
13 this matter, it shall not be a violation of this Order for Outside Counsel of Record to
14 disclose to a Party aggregate financial information produced by the other Party so
15 long as details are treated in accordance with proper designations applied by a
16 Designating Party to such financial information and the Designating Party has
17 provided prior consent to the disclosure of such aggregate financial information.
18
19
20

21 **DURATION**

22 4.1 Even after final disposition of this litigation, the confidentiality
23 obligations imposed by this Order shall remain in effect until a Designating Party
24 agrees otherwise in writing or a court order otherwise directs. Final disposition
25 shall be deemed to be the later of (1) dismissal of all claims and defenses in this
26 Action, with or without prejudice; and (2) final judgment herein after the
27
28

1 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of
2 this Action, including the time limits for filing any motions or applications for
3 extension of time pursuant to applicable law.
4

5 **DESIGNATING PROTECTED MATERIAL**

6 5.1 Exercise of Restraint and Care in Designating Material for Protection.

7
8 Each Party or Non-Party that designates information or items for protection under
9 this Order must take care to limit any such designation to specific material that
10 qualifies under the appropriate standards. The Designating Party must designate for
11 protection only those parts of material, documents, items, or oral or written
12 communications that qualify so that other portions of the material, documents,
13 items, or communications for which protection is not warranted are not swept
14 unjustifiably within the ambit of this Order.
15

16
17 Mass, indiscriminate, or routinized designations are prohibited. Designations
18 that are shown to be clearly unjustified or that have been made for an improper
19 purpose (e.g., to unnecessarily encumber the case development process or to
20 impose unnecessary expenses and burdens on other parties) may expose the
21 Designating Party to sanctions.
22

23
24 If it comes to a Designating Party's attention that information or items that it
25 designated for protection do not qualify for protection, that Designating Party must
26 promptly notify all other Parties that it is withdrawing the inapplicable designation.
27
28

1 5.2 Manner and Timing of Designations. Except as otherwise provided in
2 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
4 under this Order must be clearly so designated before the material is disclosed or
5 produced.
6

7
8 Designation in conformity with this Order requires:

9 (a) For information in documentary form (e.g., paper or electronic
10 documents, but excluding transcripts of depositions or other pretrial or trial
11 proceedings), that the Producing Party affix at a minimum, the legend
12 “CONFIDENTIAL INFORMATION” or “CONFIDENTIAL – ATTORNEYS’
13 EYES ONLY” (hereinafter “CONFIDENTIAL legend”), to each page that contains
14 protected material. If only a portion or portions of the material on a page qualifies
15 for protection, the Producing Party also must clearly identify the protected
16 portion(s) (e.g., by making appropriate markings in the margins).
17
18
19

20 A Party or Non-Party that makes original documents available for inspection
21 need not designate them for protection until after the inspecting Party has indicated
22 which documents it would like copied and produced. During the inspection and
23 before the designation, all of the material made available for inspection shall be
24 deemed “CONFIDENTIAL” unless otherwise designated as “CONFIDENTIAL –
25 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the
26 documents it wants copied and produced, the Producing Party must determine
27
28

1 which documents, or portions thereof, qualify for protection under this Order.

2 Then, before producing the specified documents, the Producing Party must affix the
3 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
4 portion or portions of the material on a page qualifies for protection, the Producing
5 Party also must clearly identify the protected portion(s) (e.g., by making
6 appropriate markings in the margins).
7
8

9 (b) For testimony given in depositions that the Designating Party identify the
10 Disclosure or Discovery Material on the record, before the close of the deposition
11 all protected testimony.
12

13 (c) For information produced in some form other than documentary and for
14 any other tangible items, that the Producing Party affix in a prominent place on the
15 exterior of the container or containers in which the information is stored the
16 “CONFIDENTIAL legend.” If only a portion or portions of the information
17 warrants protection, the Producing Party, to the extent practicable, shall identify the
18 protected portion(s).
19
20

21 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
22 failure to designate qualified information or items does not, standing alone, waive
23 the Designating Party’s right to secure protection under this Order for such
24 material. Upon timely correction of a designation, the Receiving Party must make
25 reasonable efforts to assure that the material is treated in accordance with the
26 provisions of this Order. It shall be understood however, that no person or party
27
28

1 shall incur any liability hereunder with respect to disclosure that occurred prior to
2 receipt of written notice of a belated designation
3

4 **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

5 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
6 designation of confidentiality at any time that is consistent with the Court's
7 Scheduling Order.
8

9 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
10 resolution process under Local Rule 37.1 et seq.
11

12 6.3 The burden of persuasion in any such challenge proceeding shall be on
13 the Designating Party. Frivolous challenges, and those made for an improper
14 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
15 parties) may expose the Challenging Party to sanctions. Unless the Designating
16 Party has waived or withdrawn the confidentiality designation, all parties shall
17 continue to afford the material in question the level of protection to which it is
18 entitled under the Producing Party's designation until the Court rules on the
19 challenge.
20
21

22 **ACCESS TO AND USE OF PROTECTED MATERIAL**

23 7.1 Basic Principles. A Receiving Party may use Protected Material that is
24 disclosed or produced by another Party or by a Non-Party in connection with this
25 Action only for prosecuting, defending, or attempting to settle this Action. Such
26 Protected Material may be disclosed only to the categories of persons and under the
27
28

1 conditions described in this Order. When the Action has been terminated, a
2 Receiving Party must comply with the provisions of section 13 below (FINAL
3 DISPOSITION).
4

5 Protected Material must be stored and maintained by a Receiving Party at a
6 location and in a secure manner that ensures that access is limited to the persons
7 authorized under this Order.
8

9 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
10 otherwise ordered by the court or permitted in writing by the Designating Party, a
11 Receiving Party may disclose any information or item designated
12 “CONFIDENTIAL” only to:
13

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

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;
27
28

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

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

7 (h) during their depositions, witnesses, and attorneys for witnesses, in the
8 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
9 requests that the witness sign the form attached as Exhibit A hereto; and (2) they
10 will not be permitted to keep any confidential information unless they sign the
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
12 agreed by the Designating Party or ordered by the court. Pages of transcribed
13 deposition testimony or exhibits to depositions that reveal Protected Material may
14 be separately bound by the court reporter and may not be disclosed to anyone
15 except as permitted under this Stipulated Protective Order; and
16

17 (i) any mediator or settlement officer, and their supporting personnel,
18 mutually agreed upon by any of the parties engaged in settlement discussions.
19

20 7.3 Disclosure of “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
21 Information or Items. Unless otherwise ordered by the court or permitted in writing
22 by the Designating Party, a Receiving Party may disclose any information or item
23 designated “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:
24
25
26
27
28

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 necessary
3 to disclose the information for this Action;
4

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

9 (c) the court and its personnel;

10 (d) court reporters and their staff;

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

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

18 (g) during their depositions, witnesses, and attorneys for witnesses, in the
19 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
20 requests that the witness sign the form attached as Exhibit A hereto; and (2) they
21 will not be permitted to keep any confidential information unless they sign the
22 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise
23 agreed by the Designating Party or ordered by the court. Pages of transcribed
24 deposition testimony or exhibits to depositions that reveal Protected Material may
25
26
27
28

1 be separately bound by the court reporter and may not be disclosed to anyone
2 except as permitted under this Stipulated Protective Order; and

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

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

9
10 8.1 If a Party is served with a subpoena or a court order issued in other
11 litigation that compels disclosure of any information or items designated in this
12 Action as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES
13 ONLY” that Party must:

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

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

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

24 If the Designating Party timely seeks a protective order, the Party served with
25 the subpoena or court order shall not produce any information designated in this
26 action as “CONFIDENTIAL” or CONFIDENTIAL – ATTORNEYS’ EYES
27
28

1 ONLY” before a determination by the court from which the subpoena or order
2 issued, unless the Party has obtained the Designating Party’s permission. The
3 Designating Party shall bear the burden and expense of seeking protection in that
4 court of its confidential material and nothing in these provisions should be
5 construed as authorizing or encouraging a Receiving Party in this Action to disobey
6 a lawful directive from another court.
7

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

11 9.1 (a) The terms of this Order are applicable to information produced by a
12 Non-Party in this Action and designated as “CONFIDENTIAL” or as
13 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by
14 Non-Parties in connection with this litigation is protected by the remedies and relief
15 provided by this Order. Nothing in these provisions should be construed as
16 prohibiting a Non-Party from seeking additional protections.
17

18
19 (b) In the event that a Party is required, by a valid discovery request, to
20 produce a Non-Party’s confidential information in its possession, and the Party is
21 subject to an agreement with the Non-Party not to produce the Non-Party’s
22 confidential information, then the Party shall:
23

24 (1) promptly notify in writing the Requesting Party and the Non-Party
25 that some or all of the information requested is subject to a confidentiality
26 agreement with a Non-Party;
27
28

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

5 (3) make the information requested available for inspection by the
6 Non-Party, if requested.
7

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

18 **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

19
20 10.1 If a Receiving Party learns that, by inadvertence or otherwise, it has
21 disclosed Protected Material to any person or in any circumstance not authorized
22 under this Stipulated Protective Order, the Receiving Party must immediately (a)
23 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
24 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
25 the person or persons to whom unauthorized disclosures were made of all the terms
26 of this Order, and (d) request such person or persons to execute the
27
28

1 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
2 A.

3
4 **INADVERTENT PRODUCTION OF PRIVILEGED OR**
5 **OTHERWISE PROTECTED MATERIAL**

6 11.1 When a Producing Party gives notice to Receiving Parties that certain
7 inadvertently produced material is subject to a claim of privilege or other
8 protection, the obligations of the Receiving Parties are those set forth in Federal
9 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
10 whatever procedure may be established in an e-discovery order that provides for
11 production without prior privilege review. Pursuant to Federal Rule of Evidence
12 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
13 of a communication or information covered by the attorney-client privilege or work
14 product protection, the parties may incorporate their agreement in the stipulated
15 protective order submitted to the court.
16
17
18

19 **MISCELLANEOUS**

20 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
21 person to seek its modification by the Court in the future.
22

23 12.2 Right to Assert Other Objections. By stipulating to the entry of this
24 Protective Order no Party waives any right it otherwise would have to object to
25 disclosing or producing any information or item on any ground not addressed in
26 this Stipulated Protective Order. Similarly, no Party waives any right to object on
27
28

1 any ground to use in evidence of any of the material covered by this Protective
2 Order.

3
4 12.3 Filing Protected Material. A Party that seeks to file under seal any
5 Protected Material must comply with Civil Local Rule 79-5. Protected Material
6 may only be filed under seal pursuant to a court order authorizing the sealing of the
7 specific Protected Material at issue. If a Party's request to file Protected Material
8 under seal is denied by the court, then the Receiving Party may file the information
9 in the public record unless otherwise instructed by the court.
10

11 **FINAL DISPOSITION**

12
13 13.1 After the final disposition of this Action, as defined in paragraph 4,
14 within 60 days of a written request by the Designating Party, each Receiving Party
15 must return all Protected Material to the Producing Party or destroy such material.
16 As used in this subdivision, "all Protected Material" includes all copies, abstracts,
17 compilations, summaries, and any other format reproducing or capturing any of the
18 Protected Material. Whether the Protected Material is returned or destroyed, the
19 Receiving Party must submit a written certification to the Producing Party (and, if
20 not the same person or entity, to the Designating Party) by the 60 day deadline that
21 (1) identifies (by category, where appropriate) all the Protected Material that was
22 returned or destroyed and (2) affirms that the Receiving Party has not retained any
23 copies, abstracts, compilations, summaries or any other format reproducing or
24 capturing any of the Protected Material. Notwithstanding this provision, Counsel
25
26
27
28

1 are entitled to retain an archival copy of all pleadings, motion papers, trial,
2 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
3 and trial exhibits, expert reports, attorney work product, and consultant and expert
4 work product, even if such materials contain Protected Material. Any such archival
5 copies that contain or constitute Protected Material remain subject to this Protective
6 Order as set forth in Section 4 (DURATION).
7

8
9 **VIOLATION OF THIS ORDER**

10 14.1 Any violation of this Order may be punished by any and all
11 appropriate measures including, without limitation, contempt proceedings and/or
12 monetary sanctions.
13

14
15 IT IS SO STIPULATED.

16
17 Dated: July 17, 2017 NIXON PEABODY LLP

18
19 By: /s/ Shawn G. Hansen
20 Shawn G. Hansen

21 *Attorneys for Plaintiff*
22 AKESO HEALTH SCIENCES, LLC

23 Dated: July 14, 2017 HANKIN PATENT LAW, APC

24
25 By: /Marc E. Hankin
26 Marc E. Hankin

27 *Attorneys for Defendant,*
28 FAMILY TREE REMEDIES, LLC

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

2

3 DATED: July 26, 2017

4

5 _____ / s / Alka Sagar _____

6 Hon. Alka Sagar
7 United States Magistrate Judge

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 EXHIBIT A

2
3 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

4
5 I, _____ [print or type full name], declare under
6 penalty of perjury that I have read in its entirety and understand the Stipulated
7 Protective Order that was issued by the United States District Court for the
8 Central District of California in the case of *Akeso Health Services, LLC v.*
9 *Family Tree Remedies, LLC*, Case No. 2:16-cv-08164 BRO (ASx). I agree to
10 comply with and to be bound by all the terms of this Stipulated Protective
11 Order and I understand and acknowledge that failure to so comply could
12 expose me to sanctions and punishment in the nature of contempt. I solemnly
13 promise that I will not disclose in any manner any information or item that is
14 subject to this Stipulated Protective Order to any person or entity except in
15 strict compliance with the provisions of this Order. I further agree to submit to
16 the jurisdiction of the United States District Court for the Central District of
17 California for the purpose of enforcing the terms of this Stipulated Protective
18 Order, even if such enforcement proceedings occur after termination of this
19 action.
20
21
22
23
24

25 Date: _____

26 Printed name: _____

27 Signature: _____
28