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13 and Brendan O’Shea; and Defendants Primark, LLC;
iHealth Fulfillment Services LLC; Channel Mark Ventures;
14 Eileen O’Shea; and John Indellicate

15 **UNITED STATES DISTRICT COURT**
16 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

17 SUPERBALIFE INTERNATIONAL,
LLC, a Delaware limited liability
18 company; VERIFIED NUTRITION,
LLC, a Nevada limited liability
19 company; and FRED BUCKLEY, an
individual,

20 Plaintiffs,

21 v.

22 PRIMARK, LLC, a Nevada limited
23 liability company; MEDMARK LLC, a
Nevada limited liability company;
24 IHEALTH FULFILLMENT SERVICES
LIMITED LIABILITY COMPANY, a
25 New Jersey limited liability company;
CHANNEL MARK VENTURES, an
26 entity of unknown origin; GOLDEN
STREET MEDIA, an entity of unknown
27 origin; DANNY O’SHEA, an individual;
EILEEN OLYMPIA CHAVEZ aka
28 EILEEN OLYMPIA O’SHEA, an
individual; BRENDAN O’SHEA, an

CASE NO. 2:17-cv-08071-CBM-AFM

**STIPULATED PROTECTIVE
ORDER¹**

1 individual; JOHN INDELLICATE, an
2 individual; ANTHONY COSTELLO, an
3 individual; and DOES 1 to 10, inclusive,

4 Defendants.

5 MEDMARK LLC, a Nevada limited
6 liability company; DANNY O'SHEA, an
7 individual; and BRENDAN O'SHEA, an
8 individual,

9 Counterclaimants,

10 v.

11 SUPERBALIFE INTERNATIONAL,
12 LLC, a Delaware limited liability
13 company; VERIFIED NUTRITION,
14 LLC, a Nevada limited liability
15 company; and FRED BUCKLEY, an
16 individual,

17 Counter-Defendants.

18 **1. A. PURPOSES AND LIMITATIONS**

19 Discovery in this action is likely to involve production of confidential,
20 proprietary or private information for which special protection from public
21 disclosure and from use for any purpose other than prosecuting this litigation
22 may be warranted. Accordingly, the parties hereby stipulate to and petition
23 the Court to enter the following Stipulated Protective Order. The parties
24 acknowledge that this Order does not confer blanket protections on all
25 disclosures or responses to discovery and that the protection it affords from
26 public disclosure and use extends only to the limited information or items
27 that are entitled to confidential treatment under the applicable legal
28 principles.

¹ This Stipulated Protective Order is based substantially on the model protective order provided under Magistrate Judge Alexander F. MacKinnon's Procedures.

1 B. GOOD CAUSE STATEMENT

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

25 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING
26 UNDER SEAL

27 The parties further acknowledge, as set forth in Section 12.3, below,
28 that this Stipulated Protective Order does not entitle them to file confidential

1 information under seal; Local Civil Rule 79-5 sets forth the procedures that
2 must be followed and the standards that will be applied when a party seeks
3 permission from the court to file material under seal.

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

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

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1 Any document that is not confidential, privileged, or otherwise
2 protectable in its entirety will not be filed under seal if the confidential
3 portions can be redacted. If documents can be redacted, then a redacted
4 version for public viewing, omitting only the confidential, privileged, or
5 otherwise protectable portions of the document, shall be filed. Any
6 application that seeks to file documents under seal in their entirety should
7 include an explanation of why redaction is not feasible.

8 **2. DEFINITIONS**

9 2.1 Action: shall refer to *Superbalife International, LLC v. Primark,*
10 *LLC, et al.*, United States District Court for the Central District of
11 California, Case No. 2:17-cv-08071-CBM-AFM, pending before the
12 Honorable Consuelo B. Marshall.

13 2.2 Challenging Party: a Party or Non-Party that challenges the
14 designation of information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information
16 (regardless of how it is generated, stored or maintained) or tangible things
17 that qualify for protection under Federal Rule of Civil Procedure 26(c), and
18 as specified above in the Good Cause Statement.

19 2.4 Counsel: Outside Counsel of Record and House Counsel (as well
20 as their support staff).

21 2.5 Designating Party: a Party or Non-Party that designates
22 information or items that it produces in disclosures or in responses to
23 discovery as “CONFIDENTIAL.”

24 2.6 Disclosure or Discovery Material: all items or information,
25 regardless of the medium or manner in which it is generated, stored, or maintained
26 (including, among other things, testimony, transcripts, and tangible things), that are
27 produced or generated in disclosures or responses to discovery in this matter.

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1 2.7 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as
3 an expert witness or as a consultant in this Action.

4 2.8 House Counsel: attorneys who are employees of a party to this Action.
5 House Counsel does not include Outside Counsel of Record or any other outside
6 counsel.

7 2.9 Non-Party: any natural person, partnership, corporation, association or
8 other legal entity not named as a Party to this action.

9 2.10 Outside Counsel of Record: attorneys who are not employees of a
10 party to this Action but are retained to represent or advise a party to this Action and
11 have appeared in this Action on behalf of that party or are affiliated with a law firm
12 that has appeared on behalf of that party, and includes support staff.

13 2.11 Party: any party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and their
15 support staffs).

16 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action.

18 2.13 Professional Vendors: persons or entities that provide litigation
19 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)
21 and their employees and subcontractors.

22 2.14 Protected Material: any Disclosure or Discovery Material that is
23 designated as “CONFIDENTIAL.”

24 2.15 Receiving Party: a Party that receives Disclosure or Discovery
25 Material from a Producing Party.

26 3. SCOPE

27 The protections conferred by this Stipulation and Order cover not only Protected
28 Material (as defined above), but also (1) any information copied or extracted from

1 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
2 Material; and (3) any testimony, conversations, or presentations by Parties or their
3 Counsel that might reveal Protected Material. Any use of Protected Material at trial
4 shall be governed by the orders of the trial judge. This Order does not govern the
5 use of Protected Material at trial.

6 4. DURATION

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

17 5. DESIGNATING PROTECTED MATERIAL

18 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

26 Mass, indiscriminate or routinized designations are prohibited. Designations
27 that are shown to be clearly unjustified or that have been made for an improper
28 purpose (e.g., to unnecessarily encumber the case development process or to impose

1 unnecessary expenses and burdens on other parties) may expose the Designating
2 Party to sanctions.

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

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

11 Designation in conformity with this Order requires:

12 (a) for information in documentary form (e.g., paper or electronic
13 documents, but excluding transcripts of depositions or other pretrial or trial
14 proceedings), that the Producing Party affix at a minimum, the legend
15 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
16 contains protected material. If only a portion of the material on a page qualifies for
17 protection, the Producing Party also must clearly identify the protected portion(s).

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

3 (b) for testimony given in depositions that the Designating Party
4 identifies, the Designating Party shall have 21 days upon receipt of the deposition
5 transcript from the court reporter to identify any and all specific portions of the
6 testimony as to which protection is sought. Only those portions of the testimony
7 that are appropriately designated for protection within the 21 days shall be covered
8 by the provisions of this Order.

9 Transcripts containing Protected Material shall have an obvious legend on
10 the title page that the transcript contains Protected Material, and the title page shall
11 be followed by a list of all pages (including line numbers as appropriate) that have
12 been designated as Protected Material. The Designating Party shall inform the
13 court reporter of these requirements. Unless agreed otherwise by the parties, any
14 transcript that is prepared before the expiration of a 21-day period for designation
15 shall be treated during that period as if it had been designated “CONFIDENTIAL.”
16 After the expiration of that period, the transcript shall be treated only as actually
17 designated.

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

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

3 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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

7 6.2 Meet and Confer. The Challenging Party shall initiate the
8 dispute resolution process under Local Rule 37-1 et seq.

9 6.3 Joint Stipulation. Any challenge submitted to the Court shall be
10 via a joint stipulation pursuant to Local Rule 37-2.

11 6.4 The burden of persuasion in any such challenge proceeding
12 shall be on the Designating Party. Frivolous challenges, and those made for
13 an improper purpose (e.g., to harass or impose unnecessary expenses and
14 burdens on other parties) may expose the Challenging Party to sanctions.
15 Unless the Designating Party has waived or withdrawn the confidentiality
16 designation, all parties shall continue to afford the material in question the
17 level of protection to which it is entitled under the Producing Party's
18 designation until the Court rules on the challenge.

19 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

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

27 Protected Material must be stored and maintained by a Receiving Party at a
28 location and in a secure manner that ensures that access is limited to the persons

1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
2 otherwise ordered by the court or permitted in writing by the Designating Party, a
3 Receiving Party may disclose any information or item designated
4 “CONFIDENTIAL” only to:

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

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

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

14 (d) the court and its personnel;

15 (e) court reporters and their staff;

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

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

21 (h) during their depositions, witnesses, and attorneys for witnesses, in
22 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
23 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)
24 they will not be permitted to keep any confidential information unless they sign the
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
26 agreed by the Designating Party or ordered by the court. Pages of transcribed
27 deposition testimony or exhibits to depositions that reveal Protected Material may
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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 (i) any mediator or settlement officer, and their supporting personnel,
4 mutually agreed upon by any of the parties engaged in settlement discussions.

5 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
6 IN OTHER LITIGATION

7 If a Party is served with a subpoena or a court order issued in other litigation
8 that compels disclosure of any information or items designated in this Action as
9 “CONFIDENTIAL,” that Party must:

10 (a) Promptly notify in writing the Designating Party. Such
11 notification shall include a copy of the subpoena or court order;

12 (b) Promptly notify in writing the party who caused the subpoena
13 or order to issue in the other litigation that some or all of the material covered by
14 the subpoena or order is subject to this Protective Order. Such notification shall
15 include a copy of this Stipulated Protective Order; and

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

18 If the Designating Party timely seeks a protective order, the Party served
19 with the subpoena or court order shall not produce any information designated in
20 this action as “CONFIDENTIAL” before a determination by the court from which
21 the subpoena or order issued, unless the Party has obtained the Designating Party’s
22 permission. The Designating Party shall bear the burden and expense of seeking
23 protection in that court of its confidential material and nothing in these provisions
24 should be construed as authorizing or encouraging a Receiving Party in this Action
25 to disobey a lawful directive from another court.

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

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

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

12 (1) Promptly notify in writing the Requesting Party and the Non-
13 Party that some or all of the information requested is subject to a confidentiality
14 agreement with a Non-Party.

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

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

20 (c) If the Non-Party fails to seek a protective order from this court within
21 14 days of receiving the notice and accompanying information, the Receiving
22 Party may produce the Non-Party’s confidential information responsive to the
23 discovery request. If the Non-Party timely seeks a protective order, the Receiving
24 Party shall not produce any information in its possession or control that is subject
25 to the confidentiality agreement with the Non-Party before a determination by the
26 court. Absent a court order to the contrary, the Non-Party shall bear the burden and
27 expense of seeking protection in this court of its Protected Material.

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1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

11 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
12 PROTECTED MATERIAL

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

24 12. OBLIGATIONS OF THE PARTIES UPON INADVERTENT
25 DISCLOSURE OF ATTORNEY- CLIENT PRIVILEGED OR
26 WORK PRODUCT MATERIALS

27 12.1. Obligations of Producing Party. If a Producing Party determines that
28 certain inadvertently produced document or information is subject to the attorney

1 client privilege or the work-product doctrine, the parties shall follow the
2 procedures set forth in Federal Rule of Civil Procedure 26(b)(5)(B). That is, the
3 Producing Party must notify the Receiving Party of the claim and the basis for it.
4 Then, after being notified, the Receiving Party must promptly return, sequester, or
5 destroy the specified document or information and any copies it has; must not use
6 or disclose the document or information until the claim is resolved (except for in
7 connection with motion practice related to whether or not the document or
8 information is privileged); must take reasonable steps to retrieve the document or
9 information if the party disclosed it before being notified; and may promptly
10 present the document or information to the court under seal for a determination of
11 the claim. Further, the Producing Party must preserve the document or information
12 until the claim is resolved. The Parties agree that in connection with submitting a
13 disputed document or information to the Court under seal for a determination of
14 the claim of privilege, they will comply with Local Rule 37.

15 12.2 Obligations of Receiving Party. If a Receiving Party believes that a
16 document or information that it received is subject to the attorney client privilege
17 or the work-product doctrine, the Receiving Party shall immediately notify the
18 Producing Party of its belief that it received privileged or otherwise protected
19 material, and the Producing Party will immediately inform the Receiving Party
20 whether it asserts the document or information is privileged. In the event that the
21 Receiving Party disputes the Producing Party's claim of attorney client privilege or
22 work product doctrine protection, after being notified, the Receiving Party must
23 promptly return, sequester, or destroy the specified document or information and
24 any copies it has; must not use or disclose the information until the claim is
25 resolved (except for in connection with motion practice related to whether or not to
26 document or information is privilege); must take reasonable steps to retrieve the
27 document or information if the party disclosed it before being notified; and may
28 promptly present the document or information to the court under seal for a

1 determination of the claim. The Producing Party must preserve the document or
2 information until the claim is resolved.

3 13. MISCELLANEOUS

4 13.1 Right to Further Relief. Nothing in this Order abridges the right of any
5 person to seek its modification by the Court in the future.

6 13.2 Right to Assert Other Objections. By stipulating to the entry of this
7 Protective Order, no Party waives any right it otherwise would have to object to
8 disclosing or producing any information or item on any ground not addressed in this
9 Stipulated Protective Order. Similarly, no Party waives any right to object on any
10 ground to use in evidence of any of the material covered by this Protective Order.

11 13.3 Filing Protected Material. A Party that seeks to file under seal any
12 Protected Material must comply with Local Civil Rule 79-5. Protected Material may
13 only be filed under seal pursuant to a court order authorizing the sealing of the
14 specific Protected Material at issue. If a Party's request to file Protected Material
15 under seal is denied by the court, then the Receiving Party may file the information
16 in the public record unless otherwise instructed by the court.

17 14. FINAL DISPOSITION

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

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

8 15. VIOLATION

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

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 DATED: March 21, 2018

3
4 /s/ Daniel S. Silverman

5 Daniel Silverman
6 **VENABLE LLP**

7 Attorney for Plaintiffs/Counter-Defendants
8 Superbalife International, LLC, Verified Nutrition, LLC, and Fred Buckley

9 DATED: March 21, 2018

10 /s/ Obi I. Iloputaife

11 Obi I. Iloputaife
12 **COTMAN IP LAW GROUP, PLC**

13 Attorneys for Defendants and Cross-Complainants
14 Medmark LLC, Danny O'Shea and Brendan O'Shea;
15 and Defendants Primark, LLC; iHealth Fulfillment Services LLC;
16 Channel Mark Ventures; Eileen O'Shea; and John Indellicate

17 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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19 DATED: 3/21/2018

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23 ALEXANDER F. MacKINNON
24 United States Magistrate Judge

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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of
perjury that I have read in its entirety and understand the Stipulated Protective
Order that was issued by the United States District Court for the Central District of
California on [date] in the case of *Superbalife International, LLC v. Primark, LLC,*
et al., Case No. 2:17-cv-08071-CBM-AFM. I agree to comply with and to be
bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not disclose in
any manner any information or item that is subject to this Stipulated Protective
Order to any person or entity except in strict compliance with the provisions of this
Order.

I further agree to submit to the jurisdiction of the United States District Court for
the Central District of California for enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of
this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and telephone
number] as my California agent for service of process in connection with this action or
any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____
City and State where sworn and signed: _____
Printed name: _____
Signature: _____