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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10 SOUTHERN DIVISION

11 NEXUS PHARMACEUTICALS, INC.	Case No. 2:20-cv-07518 CJC(JDEx)
12 13 Plaintiff,	Hon. Cormac J. Carney
14 v.	<b>STIPULATED PROTECTIVE</b>
15 QUVA PHARMA, INC., <i>et al.</i> ,	<b>ORDER</b>
16 17 Defendants.	[Note Changes by the Court]

18  
19 Pursuant to the Stipulation (Dkt. 35-1) by and among Plaintiff Nexus  
20 Pharmaceuticals, Inc. ("Plaintiff"), on the one hand, and Defendants QuVa Pharma,  
21 Inc. and QuVa Pharma Holdings, Inc., (collectively, "Defendants"), on the other  
22 hand, by and through their respective counsel, the Court finds and orders as follows.

23 **1. PURPOSES AND LIMITATIONS**

24 Discovery in this action is likely to involve production of confidential,  
25 proprietary, or private information for which special protection from public  
26 disclosure and from use for any purpose other than prosecuting and defending this  
27 litigation may be warranted. Accordingly, the Parties hereby stipulate to and petition  
28 the Court to enter the following Order. The Parties acknowledge that this Order does

1 not confer blanket protections on all disclosures or responses to discovery and that  
2 the protection it affords from public disclosure and use extends only to the limited  
3 information or items that are entitled to confidential treatment under the applicable  
4 legal principles. The parties further acknowledge that this Order does not entitle them  
5 to file confidential information under seal; the Court's local rules set forth the  
6 procedures that must be followed and the standards that will be applied when a party  
7 seeks permission from the Court to file material under seal.

## 8 **2. GOOD CAUSE STATEMENT**

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

1 in a confidential, non-public manner, and there is good cause why it should not be  
2 part of the public record of this case.

3 **3. DEFINITIONS**

4 The following definitions shall apply to this Order:

5 a. **“Action”** shall refer to the above-captioned matter and any appeal from  
6 the above-captioned matter, through final judgment.

7 b. **“Challenging Party”** shall mean a Party or Non-Party that challenges  
8 the designation of information or items under this Order.

9 c. **“Confidential Information”** shall mean such information (regardless  
10 of how it is generated, stored, maintained or disclosed) or tangible things that qualify  
11 for protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
12 the Good Cause Statement. Confidential Information does not include documents  
13 available to the public, already in the knowledge or possession of the Party to whom  
14 disclosure is made unless that Party is already bound by an agreement not to disclose  
15 such information, or information that has been disclosed to the public or Non-Parties  
16 in a manner making such information no longer confidential.

17 d. **“Counsel”** shall mean Outside Counsel of Record and House Counsel  
18 as well as their support staff.

19 e. **“Designating Party”** shall mean the Party or Non-Party that designates  
20 a Document, information or items it produces in disclosures or responses to discovery  
21 as “Confidential Information” or “Highly Confidential Information – Attorneys’  
22 Eyes Only.”

23 f. **“Document(s)”** means all materials within the scope of FED. R. CIV. P.  
24 34.

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

1           h.     **“Expert”** means a person with specialized knowledge or experience in  
2 a matter pertinent to the litigation who has been retained by a Party or its counsel to  
3 serve as an expert witness or as a consultant in this Action, and who (a) is not a past  
4 or current employee of a Party or of a Party’s competitor, and also (b) at the time of  
5 retention, is not anticipated to become an employee of a Party or of a Party’s  
6 competitor.

7           i.     **“Highly Confidential Information – Attorneys’ Eyes Only”** shall  
8 mean such Documents, testimony, information or other things that the Designating  
9 Party believes, in good faith, contain information the disclosure of which is likely to  
10 cause substantial competitive harm to the Designating Party, contain information  
11 subject to the right of privacy of any person, or contain information alleged to be a  
12 trade secret.

13          j.     **“House Counsel”** means attorneys who are employees of a Party. House  
14 Counsel does not include Outside Counsel of Record or any other outside counsel.

15          k.     **“Legend”** as used herein shall mean a stamp or similar insignia stating  
16 “Confidential Information” or “Highly Confidential Information – Attorneys’ Eyes  
17 Only.”

18          l.     **“Non-Party”** means any natural person, partnership, corporation,  
19 association, or other legal entity not named as a Party.

20          m.     **“Outside Counsel of Record”** means attorneys who are not employees  
21 of a Party, but are retained to represent or advise a Party and have appeared in this  
22 Action on behalf of that Party, or are affiliated with a law firm which has appeared  
23 on behalf of a Party.

24          n.     **“Party”** refers to any party to this Action, including all of its officers,  
25 directors, employees, consultants, retained experts, and its Outside Counsel of  
26 Record (and their support staffs).

27          o.     **“Producing Party”** refers to a Party or a Non-Party that produces  
28 Disclosure or Discovery Material in this Action, whether informally or pursuant to

1 the applicable rules of civil procedure.

2 p. **“Professional Vendors”** refers to persons or entities that provide  
3 litigation support services to a Party (e.g., photocopying, videotaping, translating,  
4 preparing exhibits or demonstrations, and organizing, storing, or retrieving data in  
5 any form or medium) and their employees and subcontractors.

6 q. **“Protected Material”** refers to any Disclosure or Discovery Material  
7 that is designated as “Confidential Information” or “Highly Confidential Information  
8 – Attorneys’ Eyes Only.” Protected Material may consist of, without limitation, (1)  
9 testimony given in this Action by any Party or by any Non-Party (whether oral, in  
10 writing, or via videotape); (2) Documents produced in this action by any Party or by  
11 any Non-Party; (3) written discovery responses given by any Party; (4) any  
12 documents or pleadings filed with the Court which attach, contain, quote or otherwise  
13 disclose any such “Confidential Information”; and (5) the information contained  
14 within such documents, testimony or discovery responses so properly designated.

15 r. **“Receiving Party”** means a Party that receives Disclosure or Discovery  
16 Material from a Producing Party.

17 s. When reference is made in this Stipulated Protective Order to any  
18 Document or party, the singular shall include the plural, and plural shall include the  
19 singular.

#### 20 4. **SCOPE**

21 The protections conferred by this Stipulation and Order cover not only  
22 Protected Material (as defined above), but also (1) any information copied or  
23 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
24 compilations of Protected Material; and (3) any testimony, conversations, or  
25 presentations by Parties or their Counsel that might reveal Protected Material. Any  
26 use of Protected Material at trial shall be governed by the orders of the trial judge.  
27 This Order does not govern the use of Protected Material at trial.

28

1     **5.     DURATION**

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

10    **6.     DESIGNATING PROTECTED MATERIAL**

11           a.     Exercise of Restraint and Care in Designating Material for Protection.

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

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

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           b.     Manner and Timing of Designations. Except as otherwise provided in  
28 this Order or as otherwise stipulated or ordered, Disclosure or Discovery Material

1 that qualifies for protection under this Order must be clearly so designated before the  
2 material is disclosed or produced.

3 c. Designation of Documents or Information as Protected Material. A  
4 Producing Party may designate any information in documentary form (e.g., paper or  
5 electronic documents, but excluding transcripts of depositions or other pretrial or trial  
6 proceedings) as Protected Material by affixing the appropriate Legend to each page  
7 that contains Protected Material.

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

20 d. Designation of Testimony as Protected Material. Any Party or Non-  
21 Party may designate deposition or hearing testimony, and any transcript or  
22 declaration (or any portion thereto or exhibit thereto) of its own witness(es) or  
23 expert(s) as Protected Material by (a) making such designation on the record during  
24 the deposition or hearing (in which case the stenographer shall affix the appropriate  
25 Legend to the cover page and all designated pages of the transcript and all copies  
26 thereof) or (b) informing counsel for all other Parties of such designation in writing  
27 within five (5) business days after service of the declaration or ten (10) business days  
28 after receipt of the final transcript, in which case any Party in possession of an

original or copy of the transcript or declaration shall affix the appropriate Legend to the cover page and all designated pages and exhibits. If no such designation is made at the deposition or within the ten (10) day period following receipt of the final transcript, then the entire deposition will be considered devoid of Protected Material.

e. Designation of Information Produced in Some Other Form. For information produced in some form other than documentary and for any other tangible items, the Producing Party shall affix in a prominent place (e.g., on the exterior of the container(s) in which the information is stored or in the file name) the appropriate Legend. If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

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

## 7. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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

b. **Meet and Confer.** The Challenging Party shall proceed under Local Rule 37 for any confidentiality designation disputes.

c. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expense and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the



1 material in question the level of protection to which it is entitled under the Producing  
2 Party's designation until the Court rules on the challenge.

3 **8. ACCESS TO AND USE OF PROTECTED MATERIAL**

4 a. Basic Principles. A Receiving Party may use Protected Material that is  
5 disclosed or produced by another Party or by a Non-Party in connection with this  
6 Action only for (a) prosecuting, defending or attempting to settle this Action,  
7 including, without limitation, discovery, motions, briefs and preparation for trial or  
8 appeal, (b) as otherwise compelled by lawful process; or (c) as otherwise required by  
9 law. Such Protected Material may be disclosed only to the categories of persons and  
10 under the conditions described in this Order. When the Action has been terminated,  
11 a Receiving Party must comply with the provisions of section 14 below (FINAL  
12 DISPOSITION).

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

16 c. Disclosure of "CONFIDENTIAL" Information or Items. Unless  
17 otherwise ordered by the court or permitted in writing by the Designating Party, a  
18 Receiving Party may disclose Documents, testimony or information designated  
19 "Confidential Information" and any Documents, summaries, charts or notes made  
20 therefrom, and any facts or information contained therein or derived therefrom, only  
21 to:

- 22 (i) the Receiving Party's Outside Counsel of Record in this Action,  
23 as well as employees and support staff of said Outside Counsel of  
24 Record to whom it is reasonably necessary to disclose the  
25 information for this Action;
- 26 (ii) the officers, directors, and employees (including House Counsel)  
27 of the Receiving Party to whom disclosure is reasonably  
28 necessary for this Action;

- 1 (iii) Experts (as defined in this Order) of the Receiving Party to whom  
2 disclosure is reasonably necessary for this Action and who have  
3 signed the “Acknowledgment and Agreement to Be Bound”  
4 (Exhibit A);
- 5 (iv) the Court and its personnel, including any judge, jury or trier of  
6 fact, discovery referee, and any mediator or settlement officer  
7 appointed by the Court or agreed to by the Parties in connection  
8 with this Action;
- 9 (v) stenographic reporters and videographers who are involved in the  
10 recording of the depositions in the Action, and their staff;
- 11 (vi) professional jury or trial consultants, mock jurors, and  
12 Professional Vendors to whom disclosure is reasonably necessary  
13 for this Action and who have signed the “Acknowledgment and  
14 Agreement to Be Bound” (Exhibit A);
- 15 (vii) the authors, addressees, or identified recipients of copies of such  
16 designated Documents, testimony or information; a custodian or  
17 other person who otherwise possessed or knew the information;  
18 or employees testifying on behalf of the Producing Party;
- 19 (viii) Deponents or witnesses and their counsel who are requested by  
20 any Designating Party to review these Documents, testimony or  
21 information during the course of depositions taken in the Action:
- 22 (viii) any other persons with a prior order of the Court.

23 d. Disclosure of “HIGHLY CONFIDENTIAL—ATTORNEYS EYES  
24 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
25 writing by the Designating Party, a Receiving Party may disclose Documents,  
26 testimony or information designated “Highly Confidential Information – Attorneys’  
27 Eyes Only” and any Documents, summaries, charts or notes made therefrom, and any  
28 facts or information contained therein or derived therefrom, only to:

- 1 (i) Outside Counsel of Record, as well as employee and support staff  
2 of said Outside Counsel of Record to whom it is reasonably  
3 necessary to disclose the information;
- 4 (ii) Experts (as defined in this Order) of the Receiving Party to whom  
5 disclosure is reasonably necessary for this Action and who have  
6 signed the “Acknowledgment and Agreement to Be Bound”  
7 (Exhibit A);
- 8 (iv) the Court, any of its personnel, including any judge, jury or trier  
9 of fact, discovery referee, and any mediator or settlement officer  
10 appointed by the Court or agreed to by the Parties in connection  
11 with this Action;
- 12 (v) stenographic reporters and videographers who are involved in the  
13 recording of the depositions, the trial or any hearings or  
14 proceedings in the Action, and their staff;
- 15 (vi) professional jury or trial consultants, mock jurors, and  
16 Professional Vendors to whom disclosure is reasonably necessary  
17 for this Action and who have signed the “Acknowledgment and  
18 Agreement to Be Bound” (Exhibit A);
- 19 (vii) the authors, addressees, or identified recipients of copies of such  
20 designated Documents, testimony or information; a custodian or  
21 other person who otherwise possessed or knew the information;  
22 or employees testifying on behalf of the Producing Party;
- 23 (viii) Deponents or witnesses and their counsel who are requested by  
24 any Designating Party to review these Documents, testimony or  
25 information during the course of depositions taken in the Action:
- 26 (viii) any other persons with a prior order of the Court.
- 27  
28

1     **9.     PROTECTED     MATERIAL     SUBPOENAED     OR     ORDERED**  
2     **PRODUCED IN OTHER LITIGATION**

3             a.     If a Party is served with a subpoena or a court order issued in other  
4 litigation that compels disclosure of any other Party's Protected Material, that Party  
5 must:

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

8                     (ii)    promptly notify in writing the party who caused the  
9 subpoena or order to issue in the other litigation that some or all of the material  
10 covered by the subpoena or order is subject to this Protective Order. Such notification  
11 shall include a copy of this Stipulated Protective Order; and

12                    (iii)   cooperate with respect to all reasonable procedures sought  
13 to be pursued by the Designating Party whose Protected Material may be affected.

14             b.     If the Designating Party timely seeks a protective order, the Party served  
15 with the subpoena or court order shall not produce any Protected Material before a  
16 determination by the court from which the subpoena or order issued, unless the Party  
17 has obtained the Designating Party's permission. The Designating Party shall bear  
18 the burden and expense of seeking protection in that court of its confidential material  
19 and nothing in these provisions should be construed as authorizing or encouraging a  
20 Receiving Party in this Action to disobey a lawful directive from another court.

21     **10.    A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
22     **PRODUCED IN THIS LITIGATION**

23             a.     The terms of this Order are applicable to Protected Material produced  
24 by a Non-Party in this Action and designated as "Confidential" or "Highly  
25 Confidential—Attorneys' Eyes Only." Such information produced by Non-Parties in  
26 connection with this litigation is protected by the remedies and relief provided by this  
27 Order. Nothing in these provisions should be construed as prohibiting a Non-Party  
28 from seeking additional protections.

1           b.     In the event that a Party is required, by a valid discovery request, to  
2 produce a Non-Party's Protected Material in its possession, and the Party is subject  
3 to an agreement with the Non-Party not to produce the Non-Party's Protected  
4 Material, then the Party shall:

5                   (i)     promptly notify in writing the Requesting Party and the  
6 Non-Party that some or all of the Protected Material requested is subject to a  
7 confidentiality agreement with a Non-Party;

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

11                  (iii)   (3) make the information requested available for inspection  
12 by the Non-Party, if requested.

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

21   **11.   UNAUTHORIZED   OR   INADVERTENT   DISCLOSURE   OF**  
22   **PROTECTED MATERIAL**

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

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

3 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
4 **PROTECTED MATERIAL**

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

15 **13. MISCELLANEOUS**

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

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

23 c. Filing Protected Material. This Order shall not prevent any Party from  
24 using Protected Material in any affidavit, brief, memoranda of law, or other papers  
25 filed with the court. The Parties agree and understand that in the event that Protected  
26 Material is to be included in any motion or papers or records filed or lodged in  
27 connection with any motion or proceedings, they shall follow the procedures set forth  
28 in the Court’s local rules for sealing of documents pursuant to a protective order. If

1 a Party's request to file Protected Material under seal is denied by the court, then the  
2 Receiving Party may file the information in the public record unless otherwise  
3 instructed by the court.

4 **14. FINAL DISPOSITION**


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

22 **15. RELIEF FOR VIOLATIONS**

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

25 IT IS SO ORDERED.

26 Dated: October 14, 2020

27   
28 JOHN D. EARLY  
United States Magistrate Judge

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6 UNITED STATES DISTRICT COURT  
7 CENTRAL DISTRICT OF CALIFORNIA  
8 SOUTHERN DIVISION

9 NEXUS PHARMACEUTICALS, INC.	Case No. 2:20-cv-07518 CJC(JDEx)
10 11 Plaintiff,	<b>DECLARATION REGARDING COMPLIANCE WITH STIPULATED PROTECTIVE ORDER</b>
12 v.	
13 QUVA PHARMA, INC. et al.,	
14 15 Defendants.	Complaint Filed: August 19, 2020 First Am. Compl.: Sept. 24, 2020

16 I, \_\_\_\_\_, declare under penalty of perjury  
17 that:

18 I have read in its entirety and understand the Stipulated Protective Order  
19 entered in the case of *Nexus Pharmaceuticals, Inc. v. QuVa Pharma, Inc., et al.*,  
20 United States District Court, Central District of California Case No. 2:20-cv-07518  
21 CJC(JDEx). I agree to comply with and be bound by all the terms of this Stipulated  
22 Protective Order and I understand and acknowledge that failure to so comply could  
23 expose me to sanctions and punishment in the nature of contempt. I solemnly  
24 promise that I will not disclose to any person or entity, or utilize in any manner, any  
25 of the information that is subject to this Stipulated Protective Order except in strict  
26 compliance with the provisions of this Order. I further agree to submit to the  
27 jurisdiction of the Court for the purpose of enforcing the terms of this Stipulated  
28



1 Protective Order, even if such enforcement proceedings occur after termination of  
2 this action.

3  
4 Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Entity By Whom Employed

\_\_\_\_\_  
\_\_\_\_\_  
Address and Telephone Number