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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
EASTERN DIVISION

VEDA WOODARD, TERESA RIZZO-MARINO, and DIANE MORRISON on behalf of themselves, all others similarly situated, and the general public,

Plaintiffs,

vs.

LEE LABRADA, LABRADA BODYBUILDING NUTRITION, INC.; LABRADA NUTRITIONAL SYSTEMS, INC.; DR. MEHMET C. OZ, M.D.; ENTERTAINMENT MEDIA VENTURES, INC., d/b/a OZ MEDIA; ZOCO PRODUCTIONS LLC; HARPO PRODUCTIONS, INC.; SONY PICTURES TELEVISION, INC.; NATUREX, INC.; and INTERHEALTH NUTRACEUTICALS, INC.,

Defendants.

Case No. 5:16-cv-00189-JGB (SPx)

DISCOVERY MATTER

STIPULATED PROTECTIVE ORDER FOR CONFIDENTIAL INFORMATION

Referred to the Honorable Sheri Pym

[NOTE CHANGE MADE BY THE COURT IN ¶ 7.3]

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this Action are 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.

1 The parties acknowledge that this Order does not confer blanket protections on all
2 disclosures or responses to discovery and that the protection it affords from public
3 disclosure and use extends only to the limited information or items that are entitled
4 to confidential treatment under the applicable legal principles. The parties further
5 acknowledge, as set forth in Section 13.3, below, that this Stipulated Protective
6 Order does not entitle them to file confidential information under seal; Civil Local
7 Rule 79-5 sets forth the procedures that must be followed and the standards that will
8 be applied when a party seeks permission from the Court to file material under seal.

9 2. GOOD CAUSE STATEMENT

10 This Action is likely to involve customer and pricing lists and other valuable
11 research, development, commercial, financial, technical and/or proprietary
12 information for which special protection from public disclosure and from use for
13 any purpose other than prosecution of this Action is warranted. Such confidential
14 and proprietary materials and information consist of, among other things,
15 confidential business or financial information, information regarding confidential
16 business practices, or other confidential research, development, or commercial
17 information (including information implicating privacy rights of third parties),
18 information otherwise generally unavailable to the public, or which may be
19 privileged or otherwise protected from disclosure under state or federal statutes,
20 court rules, case decisions, or common law. Additionally, some of the defendants
21 are competitors. Accordingly, to expedite the flow of information, to facilitate the
22 prompt resolution of disputes over confidentiality of discovery materials, to
23 adequately protect information the parties are entitled to keep confidential, to ensure
24 that the parties are permitted reasonable necessary uses of such material in
25 preparation for and in the conduct of trial, to address their handling at the end of the
26 litigation, and serve the ends of justice, a protective order for such information is
27 justified in this matter. It is the intent of the parties that information will not be
28 designated as confidential for tactical reasons and that nothing be so designated

1 without a good faith belief that it has been maintained in a confidential, non-public
2 manner, and there is good cause why it should not be part of the public record of
3 this case.

4 3. DEFINITIONS

5 3.1. Action: the above-captioned law suit.

6 3.2. Challenging Party: a Party or Non-Party that challenges the designation
7 of information or items under this Order.

8 3.3. “CONFIDENTIAL” Information or Items: information (regardless of
9 how it is generated, stored or maintained) or tangible things that qualify for
10 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
11 the good cause statement.

12 3.4. Counsel (without qualifier): Outside Counsel of Record and House
13 Counsel (as well as their support staff).

14 3.5. Designated House Counsel: House Counsel who seek access to
15 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information in this
16 matter.

17 3.6. Designating Party: a Party or Non-Party that designates information or
18 items that it produces in disclosures or in responses to discovery as
19 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
20 ONLY.”

21 3.7. Disclosure or Discovery Material: all items or information, regardless of
22 the medium or manner in which it is generated, stored, or maintained (including,
23 among other things, testimony, transcripts, and tangible things), that are produced
24 or generated in disclosures or responses to discovery in this matter.

25 3.8. Expert: a person with specialized knowledge or experience in a matter
26 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve
27 as an expert witness or as a consultant in this Action, and (2) is not a past or current
28 employee of a Party or of a Party’s competitor.

1 3.9. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

2 Information or Items: extremely sensitive “Confidential Information or Items,”
3 disclosure of which to another Party or Non-Party would create a substantial risk of
4 serious harm that could not be avoided by less restrictive means.

5 3.10. House Counsel: attorneys who are employees of a party to this Action.
6 House Counsel does not include Outside Counsel of Record or any other outside
7 counsel.

8 3.11. Non-Party: any natural person, partnership, corporation, association, or
9 other legal entity not named as a Party to this Action.

10 3.12. Outside Counsel of Record: attorneys who are not employees of a party
11 to this Action but are retained to represent or advise a party to this Action and have
12 appeared in this Action on behalf of that party or are affiliated with a law firm which
13 has appeared on behalf of that party, and includes support staff.

14 3.13. Party: any party to this Action, including all of its officers, directors,
15 employees, consultants, retained experts, and Outside Counsel of Record (and their
16 support staffs).

17 3.14. Producing Party: a Party or Non-Party that produces Disclosure or
18 Discovery Material in this Action.

19 3.15. Professional Vendors: persons or entities that provide litigation support
20 services (e.g., photocopying, videotaping, translating, preparing exhibits or
21 demonstrations, and organizing, storing, or retrieving data in any form or medium)
22 and their employees and subcontractors.

23 3.16. Protected Material: any Disclosure or Discovery Material that is
24 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
25 ATTORNEYS’ EYES ONLY.”

26 3.17. Receiving Party: a Party that receives Disclosure or Discovery Material
27 from a Producing Party.

28

1 4. SCOPE

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or
5 compilations of Protected Material; and (3) any testimony, conversations, or
6 presentations by Parties or their Counsel that might reveal Protected Material.
7 However, the protections conferred by this Stipulation and Order do not cover the
8 following information: (a) any information that is in the public domain at the time
9 of disclosure to a Receiving Party or becomes part of the public domain after its
10 disclosure to a Receiving Party as a result of publication not involving a violation
11 of this Order, including becoming part of the public record through trial or
12 otherwise; and (b) any information known to the Receiving Party prior to the
13 disclosure or obtained by the Receiving Party after the disclosure from a source who
14 obtained the information lawfully and under no obligation of confidentiality to the
15 Designating Party. Any use of Protected Material at trial shall be governed by a
16 separate agreement or order. This Order does not govern the use of Protected
17 Material at trial.

18 5. DURATION

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

1 6. DESIGNATING PROTECTED MATERIAL

2 6.1. Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection under
4 this Order must take care to limit any such designation to specific material that
5 qualifies under the appropriate standards. To the extent it is practical to do so, the
6 Designating Party must designate for protection only those parts of material,
7 documents, items, or oral or written communications that qualify – so that other
8 portions of the material, documents, items, or communications for which protection
9 is not warranted are not swept unjustifiably within the ambit of this Order.

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

15 If it comes to a Designating Party’s attention that information or items that it
16 designated for protection do not qualify for protection at all or do not qualify for the
17 level of protection initially asserted, that Designating Party must promptly notify
18 all other parties that it is withdrawing the mistaken designation.

19 6.2. Manner and Timing of Designations. Except as otherwise provided in this
20 Order (see, e.g., second paragraph of section 6.2(a) below), or as otherwise
21 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
22 under this Order must be clearly so designated before the material is disclosed or
23 produced.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic
26 documents, but excluding transcripts of depositions or other pretrial or trial
27 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or
28 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that

1 contains protected material. If only a portion or portions of the material on a page
2 qualifies for protection, the Producing Party also must clearly identify the protected
3 portion(s) (e.g., by making appropriate markings in the margins) and must specify,
4 for each portion, the level of protection being asserted.

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

20 (b) for testimony given in deposition or in other pretrial or trial
21 proceedings, each Party will have up to 14 days to identify the specific portions of
22 the testimony as to which protection is sought and to specify the level of protection
23 being asserted. **Before the expiration of the 14-day period for designation the**
24 **testimony will be treated as if it had been designated “HIGHLY**
25 **CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless**
26 **otherwise agreed. After the expiration of the 14-day period, the testimony shall**
27 **be treated only as non-confidential unless actually designated otherwise.** Only
28 those portions of the testimony that are appropriately designated for protection

1 within the 14 days shall be covered by the provisions of this Stipulated Protective
2 Order. Alternatively, a Designating Party may specify, at the deposition or up to 14
3 days afterwards if that period is properly invoked, that the entire transcript shall be
4 treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
5 EYES ONLY.”

6 **Parties shall give the other parties notice if they reasonably expect a**
7 **deposition, hearing or other proceeding to include Protected Material so that**
8 **the other parties can ensure that only authorized individuals who have signed**
9 **the “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present**
10 **at those proceedings. The use of a document as an exhibit at a deposition shall**
11 **not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY**
12 **CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”**

13 **Transcripts containing Protected Material shall have an obvious legend**
14 **on the title page that the transcript contains Protected Material, and the title**
15 **page shall be followed by a list of all pages (including line numbers as**
16 **appropriate) that have been designated as Protected Material and the level of**
17 **protection being asserted by the Designating Party. The Designating Party**
18 **shall inform the court reporter of these requirements within the 14-day period.**

19 (c) for information produced in some form other than documentary and
20 for any other tangible items, that the Producing Party affix in a prominent place on
21 the exterior of the container or containers in which the information or item is stored
22 the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
23 EYES ONLY.” If only a portion or portions of the information or item warrant
24 protection, the Producing Party, to the extent practicable, shall identify the protected
25 portion(s) and specify the level of protection being asserted.

26 6.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent
27 failure to designate qualified information or items does not, standing alone, waive
28 the Designating Party’s right to secure protection under this Order for such material.

1 Upon timely correction of a designation, the Receiving Party must make reasonable
2 efforts to assure that the material is treated in accordance with the provisions of this
3 Order.

4 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

5 7.1. 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. Unless a prompt challenge to a Designating Party's
8 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
9 unnecessary economic burdens, or a significant disruption or delay of the Action, a
10 Party does not waive its right to challenge a confidentiality designation by electing
11 not to mount a challenge promptly after the original designation is disclosed.

12 7.2. Meet and Confer. The Challenging Party shall initiate the dispute
13 resolution process under Local Rule 37-1 et seq. The burden of persuasion in any
14 such challenge proceeding shall be on the Designating Party. Frivolous challenges
15 and those made for an improper purpose (e.g., to harass or impose unnecessary
16 expenses and burdens on other parties) may expose the Challenging Party to
17 sanctions. Unless the Designating Party has waived (in writing) or withdrawn the
18 confidentiality designation, all parties shall continue to afford the material in
19 question the level of protection to which it is entitled under the Producing Party's
20 designation until the Court rules on the challenge.

21 7.3. Judicial Intervention. If the Parties cannot resolve a challenge without
22 court intervention, the Challenging Party shall file and serve a motion to remove
23 confidentiality under Civil Local Rule 37 (and in compliance with Civil Local Rule
24 79-5, if applicable) within 28 days of the initial notice of challenge or within 14
25 days of the parties agreeing that the meet and confer process will not resolve their
26 dispute, whichever is later. In addition, the Designating Party may file a motion to
27 retain a confidentiality designation at any time if there is good cause for doing so,
28 including when there is a challenge to the designation of a deposition transcript or

1 any portions thereof. Any motion brought pursuant to this provision must be
2 accompanied by a competent declaration affirming that the movant has complied
3 with the meet and confer requirements imposed by the preceding paragraph.

4 8. ACCESS TO AND USE OF PROTECTED MATERIAL

5 8.1. Basic Principles. A Receiving Party may use Protected Material that is
6 disclosed or produced by another Party or by a Non-Party in connection with this
7 Action only for prosecuting, defending, or attempting to settle this Action. Such
8 Protected Material may be disclosed only to the categories of persons and under the
9 conditions described in this Order. When the Action has been terminated, a
10 Receiving Party must comply with the provisions of Section 14 below (FINAL
11 DISPOSITION).

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

15 8.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless
16 otherwise ordered by the Court or permitted in writing by the Designating Party, a
17 Receiving Party may disclose any information or item designated
18 “CONFIDENTIAL” only to:

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

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

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

27 (d) the Court and its personnel;

28 (e) court reporters and their staff;

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

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

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

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

17 8.3. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
18 ONLY” Information or Items. Unless otherwise ordered by the Court or permitted
19 in writing by the Designating Party, a Receiving Party may disclose any information
20 or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
21 only to:

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

25 (b) Designated House Counsel of the Receiving Party as to whom the
26 procedures set forth in paragraph 8.4, below, have been followed;

27 (c) Experts of the Receiving Party (1) to whom disclosure is reasonably
28 necessary for this Action and who have signed the “Acknowledgment and

1 Agreement to Be Bound” (Exhibit A);

2 (d) the Court and its personnel;

3 (e) court reporters and their staff;

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

7 (g) during their depositions, witnesses in the Action to whom
8 disclosure is reasonably necessary and who have signed the “Acknowledgment and
9 Agreement to Be Bound” (Exhibit A), Pages of transcribed deposition testimony or
10 exhibits to depositions that reveal Protected Material must be separately bound by
11 the court reporter and may not be disclosed to anyone except as permitted under this
12 Stipulated Protective Order.

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

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

17 8.4. Designating House Counsel: Before any “HIGHLY CONFIDENTIAL-
18 ATTORNEYS’ EYES ONLY” materials are shown to Designated House Counsel,
19 the Receiving Party must identify in writing no more than three House Counsel (1)
20 who has no involvement in competitive decision-making, (2) to whom disclosure is
21 reasonably necessary for this Action, (3) who has signed the “Acknowledgment and
22 Agreement to Be Bound” (Exhibit A) who will be Designated House Counsel for
23 this Action. The Designating Party will have 3 business days to object to any
24 Designated House Counsel.

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28 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN

1 OTHER LITIGATION

2 If a Party is served with a subpoena or a court order issued in other
3 litigation that compels disclosure of any information or items designated in this
4 Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
5 EYES ONLY” that Party must:

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

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

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

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

23 10.A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
24 IN THIS ACTION

25 (a) The terms of this Order are applicable to information produced by
26 a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
27 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by
28 Non-Parties in connection with this Action is protected by the remedies and relief

1 provided by this Order. Nothing in these provisions should be construed as
2 prohibiting a Non-Party from seeking additional protections.

3 (b) In the event that a Party is required, by a valid discovery request,
4 to produce a Non-Party's confidential information in its possession, and the Party
5 is subject to an agreement with the Non-Party not to produce the Non-Party's
6 confidential information, then the Party shall:

7 1. promptly notify in writing the Requesting Party and the Non-
8 Party that some or all of the information requested is subject to a confidentiality
9 agreement with a Non-Party;

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

13 3. make the information requested available for inspection by the
14 Non-Party.

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

24 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

1 to retrieve all unauthorized copies of the Protected Material, (c) inform the person
2 or persons to whom unauthorized disclosures were made of all the terms of this
3 Order, and (d) request such person or persons to execute the “Acknowledgment and
4 Agreement to Be Bound” that is attached hereto as Exhibit A.

5 12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
6 PROTECTED MATERIAL

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

17 13. MISCELLANEOUS

18 13.1. Right to Further Relief. Nothing in this Order abridges the right of any
19 person to seek its modification by the Court in the future.

20 13.2. Right to Assert Other Objections. By stipulating to the entry of this
21 Protective Order no Party waives any right it otherwise would have to object to
22 disclosing or producing any information or item on any ground not addressed in this
23 Stipulated Protective Order. Similarly, no Party waives any right to object on any
24 ground to use in evidence of any of the material covered by this Protective Order.

25 13.3. Filing Protected Material. Without written permission from the
26 Designating Party or a court order secured after appropriate notice to all interested
27 persons, a Party may not file in the public record in this Action any Protected
28 Material. A Party that seeks to file under seal any Protected Material must comply

1 with Civil Local Rule 79-5. Protected Material may only be filed under seal
2 pursuant to a court order authorizing the sealing of the specific Protected Material
3 at issue. If a Party's request to file Protected Material under seal is denied by the
4 Court, then the Receiving Party may file the information in the public record unless
5 otherwise instructed by the Court.

6 14.FINAL DISPOSITION

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

25 15. Any violation of this Order may be punished by any and all appropriate
26 measures including, without limitation, contempt proceedings and/or monetary
27 sanctions.

28 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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DATED: November 7, 2016

/s/ Michael T. Houchin
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DATED: November 7, 2016

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DATED: November 7, 2016

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Attorneys for Defendant
ENTERTAINMENT MEDIA
VENTURES, INC.

DATED: November 7, 2016

/s/ Matthew L. Marshall

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DATED: November 7, 2016

/s/ Valarie M. Goo
Valarie M. Goo, Esq.
Raija J. Horstman, Esq.
ORRICK, HERRINGTON &
SUTCLIFFE, LLP

Attorneys for Defendant NATUREX,
INC.

DATED: November 7, 2016

/s/ William C. Haggerty
William C. Haggerty, Esq.
Katherine M. Harwood, Esq.
FORD, WALKER, HAGGERTY &
BEHAR

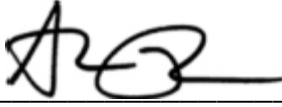
Charles L. Babcock, IV, Esq.
William A. I. McDonald, III Esq.
JACKSON WALKER, LLP

Attorneys for Defendants DR. MEHMET
C. OZ, M.D.; ZOCO PRODUCTIONS,
LLC; HARPO PRODUCTIONS, INC.;
SONY PICTURES TELEVISION, INC.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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DATED: November 29, 2016



Hon. Sheri Pym
United States Magistrate Judge

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3
4 I, _____ [print or type full name], of
5 _____ [print or type full address], declare under penalty of perjury
6 that I have read in its entirety and understand the Stipulated Protective Order that
7 was issued by the United States District Court for the Central District of California
8 on [date] in the case of *Woodard v. Lee Labrada, et al.*, Case No.: 5:16-cv-00189-
9 JGB (SPx). I agree to comply with and to be bound by all the terms of this Stipulated
10 Protective Order and I understand and acknowledge that failure to so comply could
11 expose me to sanctions and punishment in the nature of contempt. I solemnly
12 promise that I will not disclose in any manner any information or item that is subject
13 to this Stipulated Protective Order to any person or entity except in strict compliance
14 with the provisions of this Order.

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

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

23 Date: _____

24 City and State where sworn and signed: _____

25 Printed name: _____

26 [printed name]

27 Signature: _____

28 [signature]

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ATTESTATION OF ELECTRONIC SIGNATURES

I, Michael T. Houchin, hereby attest that all other signatories listed, and on whose behalf this filing is submitted, concur in its content and have authorized the filing. I make this attestation pursuant to Local Civil Rule 5-4.3.4.

I declare under penalty of perjury of the law of the United States that the foregoing is true and correct.

Executed on this 7th Day of November 2016.

/s/ Michael T. Houchin
Michael T. Houchin