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 17 Source Technology LLC

18  
 19 UNITED STATES DISTRICT COURT  
 20  
 21 CENTRAL DISTRICT OF CALIFORNIA

22 UNITED STATES *ex rel*, EDMAN,  
 23 Plaintiff,  
 24 vs.  
 25 MA LABORATORIES, INC., *et al.*,  
 26 Defendants.

Case No. 8:16-CV-01828 KES  
 ORDER RE:  
 STIPULATED PROTECTIVE ORDER

27  
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1 **A. PURPOSES AND LIMITATIONS**

2 Discovery in this action may involve production of information that parties  
3 contend is confidential, proprietary or private information for which special  
4 protection from public disclosure and from use for any purpose other than prosecuting  
5 this litigation may be warranted. Accordingly, the parties hereby stipulate to and  
6 petition the Court to enter the following Stipulated Protective Order. The parties  
7 acknowledge that this Order does not confer blanket protections on all disclosures or  
8 responses to discovery and that the protection it affords from public disclosure and  
9 use extends only to the limited information or items that are entitled to confidential  
10 treatment under the applicable legal principles.

11 **B. GOOD CAUSE STATEMENT**

12 This action is likely to involve the production of materials containing items the  
13 parties contend are trade secrets, customer and pricing lists and other valuable  
14 research, development, commercial, financial, technical and/or proprietary  
15 information for which special protection from public disclosure and from use for any  
16 purpose other than prosecution of this action is warranted. Such confidential and  
17 proprietary materials and information consist of, among other things, confidential  
18 business or financial information, information regarding confidential business  
19 practices, or other confidential research, development, or commercial information  
20 (including information implicating privacy rights of third parties), information  
21 otherwise generally unavailable to the public, or which may be privileged or  
22 otherwise protected from disclosure under state or federal statutes, court rules, case  
23 decisions, or common law.

24 To expedite the flow of information, to facilitate the prompt resolution of  
25 disputes over confidentiality of discovery materials, to adequately protect information  
26 the parties are entitled to keep confidential, to ensure that the parties are permitted  
27 reasonable necessary uses of such material in preparation for and in the conduct of  
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1 trial, to address their handling at the end of the litigation, and serve the ends of  
2 justice, a protective order for such information is justified in this matter.

3 It is the intent of the parties that information will not be designated as  
4 confidential for tactical reasons and that nothing be so designated without a good faith  
5 belief that it has been maintained in a confidential, non-public manner, and there is  
6 good cause why it should not be part of the public record of this case.

7 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL**

8 The parties further acknowledge, as set forth in Section N.3, below, that this  
9 Stipulated Protective Order does not entitle them to file confidential information  
10 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and  
11 the standards that will be applied when a party seeks permission from the court to file  
12 material under seal.

13 There is a strong presumption that the public has a right of access to judicial  
14 proceedings and records in civil cases. In connection with non-dispositive motions,  
15 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
16 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006); *Phillips v. Gen. Motors*  
17 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002); *Makar-Welbon v. Sony Electronics, Inc.*,  
18 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require a  
19 specific showing of good cause or compelling reasons with proper evidentiary support  
20 and legal justification with respect to Protected Material that a party seeks to file  
21 under seal).

22 The parties' mere designation of Disclosure or Discovery Material as  
23 CONFIDENTIAL does not— without the submission of competent evidence by  
24 declaration, establishing that the material sought to be filed under seal qualifies as  
25 confidential, privileged, or otherwise protectable—constitute good cause.

26 Further, if a party requests sealing related to a dispositive motion or trial, then  
27 compelling reasons, not only good cause, for the sealing must be shown, and the relief  
28 sought shall be narrowly tailored to serve the specific interest to be protected. *See*

1 *Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each  
2 item or type of information, document, or thing sought to be filed or introduced under  
3 seal in connection with a dispositive motion or trial, the party seeking protection must  
4 articulate compelling reasons, supported by specific facts and legal justification, for  
5 the requested sealing order. Competent evidence supporting the application to file  
6 documents under seal must be provided by declaration.

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

13 **D. DEFINITIONS**

14 1. **Action**: *United States ex rel. Edman v. Ma Laboratories, et al.*, case  
15 number 8:16-CV-01828 KES.

16 2. **“ATTORNEY’S EYES ONLY” Information or Items**: Information  
17 (regardless of how it is generated, stored, or maintained) or tangible things that  
18 qualify for protection under the Federal Rule of Civil Procedure 26(c), and as  
19 specified above in the Good Cause Statement that may be viewed by only those listed  
20 in Section I.3., below.

21 3. **Challenging Party**: a Party or Non-Party that challenges the designation  
22 of information or items under this Order.

23 4. **“CONFIDENTIAL” Information or Items**: Information (regardless of  
24 how it is generated, stored, or maintained) or tangible things that qualify for  
25 protection under the Federal Rule of Civil Procedure 26(c), and as specified above in  
26 the Good Cause Statement that may be viewed by only those listed in Section I.2.,  
27 below.

28

1           **5. Counsel:** Outside Counsel of Record and House Counsel (as well as their  
2 support staff).

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

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

10           **8. Expert:** a person with specialized knowledge or experience in a matter  
11 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
12 an expert witness or as a consultant in this Action.

13           **9. House Counsel:** attorneys who are employees of a party to this Action.  
14 House Counsel does not include Outside Counsel of Record or any other outside  
15 counsel.

16           **10. Non-Party:** any natural person, partnership, corporation, association or  
17 other legal entity not named as a Party to this Action.

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

22           **12. Party(ies):** any party to this Action, including all of its officers,  
23 directors, employees, consultants, retained experts, and Outside Counsel of Record  
24 (and their support staffs). For the purpose of this Protective Order, a “Party” includes  
25 the General Services Administration of the United States government and the United  
26 States Department of Justice, including without limitation the United States  
27 Attorney’s Office.  
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1           **13. Producing Party**: a Party or Non-Party that produces Disclosure or  
2 Discovery Material in this Action.

3           **14. Professional Vendors**: persons or entities that provide litigation support  
4 services (e.g. photocopying, videotaping, translating, preparing exhibits or  
5 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
6 and their employees and subcontractors.

7           **15. Protected Material**: any disclosure or Discovery Material that is  
8 designated as “CONFIDENTIAL” or “ATTORNEYS EYES ONLY.”

9           **16. Receiving Party**: a Party that receives Disclosure or Discovery Material  
10 from a Producing Party.

11 **E. SCOPE**

12           The protections conferred by this Stipulation and Order cover not only  
13 Protected Material (as defined above), but also (1) any information copied or  
14 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
15 compilations of Protected Material; and (3) any testimony, conversations, or  
16 presentations, by Parties or their Counsel that might reveal Protected Material.

17           Any use of Protected Material at trial shall be governed by the order of the trial  
18 judge. This Order does not govern the use of Protected Material at trial.

19 **F. DURATION**

20           Once a case proceeds to trial, information that was designated as  
21 “CONFIDENTIAL” or “ATTORNEYS EYES ONLY” or maintained pursuant to this  
22 protective order used or introduced as an exhibit at trial becomes public and will be  
23 presumptively available to all members of the public, including the press, unless  
24 compelling reasons supported by specific factual findings to proceed otherwise are  
25 made to the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81  
26 (distinguishing “good cause” showing for sealing documents produced in discovery  
27 from “compelling reasons” standard when merits-related documents are part of court  
28 record). Accordingly, the terms of this Protective Order do not extend beyond the

1 commencement of the trial.

2 **G. DESIGNATING PROTECTED MATERIAL**

3 **1. Exercise of Restraint and Care in Designating Material for**

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

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

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

19 **2. Manner and Timing of Designations.** Except as otherwise provided in  
20 this Order (see, e.g., second paragraph of section 5.2(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 documents,  
26 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
27 Producing Party affix at a minimum, the legends "CONFIDENTIAL" or  
28 "ATTORNEY'S EYES ONLY" (hereinafter "CONFIDENTIAL legend" or

1 “ATTORNEY’S EYES ONLY legend”), to each page that contains protected  
2 material. If only a portion of the material on a page qualifies for protection, the  
3 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
4 appropriate markings in the margins).

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

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

## 23 **H. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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

27 **2. Meet and Confer.** The Challenging Party shall initiate the dispute  
28 resolution process under Local Rule 37-1 *et seq.*



1           **3.     Joint Stipulation.** Any challenge submitted to the Court shall be via a  
2 joint stipulation pursuant to Local Rule 37-2.

3           **4.** The burden of persuasion in any such challenge proceeding shall be on  
4 the Designating Party. Frivolous challenges, and those made for an improper purpose  
5 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
6 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
7 or withdrawn the confidentiality designation, all parties shall continue to afford the  
8 material in question the level of protection to which it is entitled under the Producing  
9 Party’s designation until the Court rules on the challenge.

10 **I.     ACCESS TO AND USE OF PROTECTED MATERIAL**

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

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

20           **2.** Disclosure of “CONFIDENTIAL” Information or Items. Unless  
21 otherwise ordered by the court or permitted in writing by the Designating Party, a  
22 Receiving Party may disclose any information or item designated  
23 “CONFIDENTIAL” only to:

24                 **a.** the Receiving Party’s Outside Counsel of Record in this Action, as well  
25 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
26 to disclose the information for this Action;

27                 **b.** Representatives of the General Services Administration of the United  
28 States government who have signed the “Acknowledgement and Agreement to Be

1 Bound” (Exhibit A);

2 c. Representatives of the United States Department of Justice, including  
3 without limitation the United States Attorney’s Office who have signed the  
4 “Acknowledgement and Agreement to Be Bound” (Exhibit A).

5 d. the officers, directors, and employees (including House Counsel) of the  
6 Receiving Party to whom disclosure is reasonably necessary for this Action;

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

10 f. the court and its personnel;

11 g. court reporters and their staff;

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

15 i. the author or recipient of a document containing the information or a  
16 custodian or other person who otherwise possessed or knew the information;

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

26 k. any mediator or settlement officer, and their supporting personnel,  
27 mutually agreed upon by any of the parties engaged in settlement discussions.

28 3. Disclosure of “ATTORNEYS EYES ONLY” Information or Items.

1 Unless otherwise ordered by the court or permitted in writing by the Designating  
2 Party, a Receiving Party may disclose any information or item designated  
3 “ATTORNEYS EYES ONLY” only to:

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

7           **b.** Representatives of the General Services Administration of the United  
8 States government who have signed the “Acknowledgement and Agreement to Be  
9 Bound” (Exhibit A);

10           **c.** Representatives of the United States Department of Justice, including  
11 without limitation the United States Attorney’s Office who have signed the  
12 “Acknowledgement and Agreement to Be Bound” (Exhibit A).

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

16           **e.** the court and its personnel;

17           **f.** court reporters and their staff;

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

21           **h.** the author or recipient of a document containing the information or a  
22 custodian or other person who otherwise possessed or knew the information;

23           **i.** during their depositions, witnesses, and attorneys for witnesses, in the  
24 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
25 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
26 not be permitted to keep any confidential information unless they sign the  
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
28 agreed by the Designating Party or ordered by the court. Pages of transcribed

1 deposition testimony or exhibits to depositions that reveal Protected Material may be  
2 separately bound by the court reporter and may not be disclosed to anyone except as  
3 permitted under this Stipulated Protective Order; and

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

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

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

11 a. promptly notify in writing the Designating Party. Such notification shall  
12 include a copy of the subpoena or court order;

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

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

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

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1 **K. 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,” or “ATTORNEYS  
5 EYES ONLY.” Such information produced by Non-Parties in connection with this  
6 litigation is protected by the remedies and relief provided by this Order. Nothing in  
7 these provisions should be construed as prohibiting a Non-Party from seeking  
8 additional protections.

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

13 i. promptly notify in writing the Requesting Party and the Non-Party  
14 that some or all of the information requested is subject to a confidentiality agreement  
15 with a Non-Party;

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

19 iii. make the information requested available for inspection by the  
20 Non-Party, if requested.

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

1 **L. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

10 **M. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
11 **PROTECTED MATERIAL**

12 Pursuant to Federal Rule of Evidence 502(b) and Rule 26(b)(5)(B), on demand,  
13 the Receiving Party must return to Producing Party any material that the Producing  
14 Party identifies as privileged material that has inadvertently been produced in this  
15 action. By providing any document or other information in its possession, no party  
16 waives any privileges, objections, or protection otherwise afforded to it by law or  
17 equity.

18 **N. MISCELLANEOUS**

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

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

26 **3. Filing Protected Material.** A Party that seeks to file under seal any  
27 Protected Material must comply with Local Civil Rule 79-5. Protected Material may  
28 only be filed under seal pursuant to a court order authorizing the sealing of the

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

4 **O. FINAL DISPOSITION**

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

23 **P. VIOLATION**

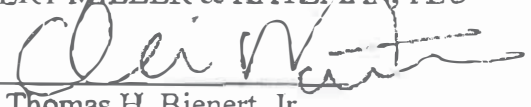
24 Any violation of this Order may be punished by appropriate measures  
25 including, without limitation, contempt proceedings and/or monetary sanctions.  
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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: 10/23/18

BIENERT MILLER & KATZMAN, PLC

By: 

Thomas H. Bienert, Jr.  
Ariana Seldman Hawbecker  
Ali Matin  
Attorneys for Plaintiff/Relator  
Michael Edman

Dated: 10/24/2018

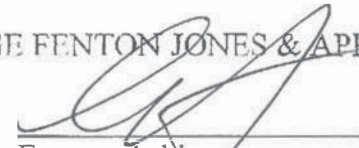
HILDER & ASSOCIATES, P.C.

By: 

Philip H. Hilder  
Paul L. Creech  
Attorneys for Plaintiff/Relator  
Michael Edman

Dated: 10/24/18

HOGUE FENTON JONES & APPEL, INC.

By: 

Eugene Ashley  
Alexander H. Ramon  
Attorneys for Defendants  
Ma Laboratories, Inc. and iMicro, Inc.

Dated:

SHEPPARD MULLIN RICHTER &  
HAMPTON LLP

By: 

Scott F. Roybal  
Christopher M. Loveland  
Attorneys for Defendants  
Sole Source Technology LLC

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: October 30, 2018



HON. KAREN E. SCOTT  
UNITED STATES MAGISTRATE JUDGE



1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that  
5 I have read in its entirety and understand the Stipulated Protective Order that was  
6 issued by the United States District Court for the Central District of California on  
7 [date] \_\_\_\_\_ in the case of *UNITED STATES ex rel., EDMAN v. MA*  
8 *LABORATORIES INC., et al.*, case number 8:16-CV-01828 KES. I agree to comply  
9 with and to be bound by all the terms of this Stipulated Protective Order and I  
10 understand and acknowledge that failure to so comply could expose me to sanctions  
11 and punishment in the nature of contempt. I solemnly promise that I will not disclose  
12 in any manner any information or item that is subject to this Stipulated Protective  
13 Order to any person or entity except in strict compliance with the provisions of this  
14 Order. I further agree to submit to the jurisdiction of the United States District Court  
15 for the Central District of California for enforcing the terms of this Stipulated  
16 Protective Order, even if such enforcement proceedings occur after termination of this  
17 action. I hereby appoint \_\_\_\_\_ [print or type full name] of  
18 \_\_\_\_\_ [print or type full address and  
19 telephone number] as my California agent for service of process in connection with  
20 this action or any proceedings related to enforcement of this Stipulated Protective  
21 Order.

22 Date: \_\_\_\_\_

23 City and State where sworn and signed: \_\_\_\_\_

24 Printed name: \_\_\_\_\_

25 Signature: \_\_\_\_\_

26  
27  
28