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11
 12 **UNITED STATES DISTRICT COURT**
 13 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
 14 **(SOUTHERN DIVISION)**

15 ChromaDex, Inc.,

16 Plaintiff,

17 v.

18 Elysium Health, Inc.,

19 Defendant.

Case No. SACV 16-02277-CJC(DFMx)

STIPULATED PROTECTIVE ORDER

Judge: Hon. Cormac J. Carney

Magistrate Judge: Hon. Douglas F. McCormick

TAC Filed: June 7, 2017

FACC Filed: March 6, 2017

20
 21 Elysium Health, Inc.,

22 Counterclaimant,

23 v.

24 ChromaDex, Inc.,

25 Counter-Defendant.

DISCOVERY DOCUMENT:
 REFERRED TO MAGISTRATE JUDGE
 DOUGLAS F. McCORMICK

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1 **RECITALS AND GOOD CAUSE STATEMENT**

2 **I.** Plaintiff and Counter-Defendant ChromaDex, Inc. (“ChromaDex”) and
3 Defendant and Counterclaimant Elysium Health, Inc. (“Elysium”) (each individually,
4 a “Party” and collectively, the “Parties”) contemplate that discovery in the above-
5 captioned action (hereinafter referred to as “the Action”) may involve the production
6 of documents and other information for which special protection from public
7 disclosure and from use for any purpose other than prosecution of this action is
8 warranted.

9 **II.** The Parties acknowledge that this stipulation (and if approved, Order)
10 seeks to protect the confidentiality of materials exchanged throughout the Action
11 between the Parties or by third parties that may contain trade secret or other
12 confidential research, technical, cost, price, marketing, or commercial information,
13 or other information that may be protected from public disclosure by a person’s right
14 to privacy.

15 **III.** The Parties acknowledge that this stipulation (and if approved, Order)
16 does not confer blanket protections on all disclosures or responses to discovery and
17 that the protection it affords only extends to the limited information or items that are
18 entitled, under the applicable legal principles, to confidential treatment.

19 **IV.** The Parties further acknowledge that this stipulation (and if approved,
20 Order), does not create entitlement to file confidential information under seal.

21 **V.** In light of these acknowledgements, and to protect against injury caused
22 by dissemination of confidential documents and information, good cause exists to
23 enter a protective order in this matter.

24 **Stipulation**

25 **1. Scope.** The following terms, conditions, procedures, and restrictions
26 (collectively, “Protective Order”) govern the use and handling of: (a) all documents,
27 electronic data, and any other form of information produced or voluntarily
28 exchanged in the Action by any Party or non-parties, including any “Writings” (as

1 that term is defined in Rule 1001 of the Federal Rules of Evidence); (b) all discovery
2 contemplated by Rules 26–36 of Federal Rules of Civil Procedure, including
3 responses to all written discovery requests and demands, deposition testimony and
4 exhibits, however recorded; and (c) any other written, recorded, or graphic matters
5 (collectively, “Material”).

6 **2. Designated Material.** Material designated as “CONFIDENTIAL” or
7 “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY” pursuant to the terms
8 of this Protective Order (“Designated Material”) shall include, without limitation: (a)
9 all copies, extracts, and complete or partial summaries prepared from Designated
10 Material; (b) portions of deposition transcripts and exhibits thereto that contain,
11 summarize, or reflect the content of any Designated Material; and (c) portions of
12 briefs, memoranda, or any other writings filed with the Court and exhibits thereto
13 that contain, summarize, or reflect the content of any Designated Material; and (d)
14 deposition testimony designated in accordance with this Protective Order.

15 **3. Designations.** It shall be the duty of the Party (“Producing Party”) to
16 give notice that Material that it produces in disclosures or in responses to discovery
17 is Designated Material.

18 **4. Obligations:** The duty of the Party or Parties receiving the Designated
19 Material (“Receiving Party”) and of all other persons bound by this Protective Order
20 to maintain the confidentiality of Designated Material so designated shall commence
21 with receipt of the Designated Material. Designated Material shall be designated by
22 the Designating Party, subject to the provisions of this Protective Order, with one of
23 the following designations:

24 **a.** “CONFIDENTIAL”; or

25 **b.** “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY.”

26 Consistent with this Protective Order, the attorneys of record shall exercise all
27 reasonable care to control duplication of, access to, and distribution of copies of
28 Designated Material.

1 **5. CONFIDENTIAL Designation:** A Designating Party may designate
2 Material as “CONFIDENTIAL” if it reasonably believes such material constitutes,
3 discloses, or relates to processes, operations, research, technical or developmental
4 information, production, marketing, sales, financial, or other proprietary data,
5 confidential or sensitive personal information, or non-public information of
6 commercial value.

7 **6. HIGHLY CONFIDENTIAL—ATTORNEY’S EYES ONLY**
8 **Designation:** A Designating Party may designate Material as “HIGHLY
9 CONFIDENTIAL – ATTORNEY’S EYES ONLY” if it reasonably believes such
10 material constitutes or contains, in whole or in part, information which (a) the
11 Designating Party reasonably believes will harm its competitive position if the
12 information becomes known to a Party other than the Designating Party; (b) relates
13 to future product or service offerings; or (c) includes or incorporates sensitive
14 financial or commercial information, including, but not limited to, sales and revenue
15 information, or the identification of actual or potential customers or retail partners,
16 the disclosure of which the Designating Party believes will cause harm if it becomes
17 known to a Party other than the Designating Party.

18 **7. Good-Faith Designations:** Each Party agrees that designation of
19 Material as either “Confidential” or “Highly Confidential – Attorney’s Eyes Only”
20 and responses to requests to permit further disclosure of Designated Material shall be
21 made in good faith and not (a) to impose burden or delay on an opposing Party, or
22 (b) for tactical or other advantage in litigation.

23 **8. Designating Written Materials:** Each page of any Designated
24 Material must be labeled with the legend “CONFIDENTIAL” or “HIGHLY
25 CONFIDENTIAL – ATTORNEY’S EYES ONLY,” as appropriate, at the time the
26 Material, or a copy thereof, is provided to the Receiving Party. In the case of
27 Material contained in or on media other than paper (*e.g.*, natively produced
28 documents), the Designating Party shall affix such a label to the production media,

1 appropriately title the file name, or otherwise use its best efforts to identify the
2 contents or information as Designated Material. Additionally, a Party may give
3 notice to all other Parties in the Action, in writing, that material produced by another
4 Party or third party is Designated Material covered by this Protective Order.

5 **9. Inadvertent Failure to Designate:** The failure by a Designating Party
6 to designate specific Materials as either “CONFIDENTIAL” or “HIGHLY
7 CONFIDENTIAL – ATTORNEY’S EYES ONLY” shall not, by itself, be deemed a
8 waiver in whole or in part of a claim of confidentiality as to such Materials. Upon
9 written notice to the Receiving Party of such failure to designate, or of incorrect
10 designation, the Receiving Party shall cooperate to retrieve disseminated copies, and
11 restore the confidentiality of the information that was inadvertently disclosed beyond
12 those persons authorized to review such information pursuant to Paragraphs 13-14
13 and shall thereafter take reasonable steps to ensure that the Designated Material is
14 treated in accordance with the correct designation. No person or Party shall incur
15 any liability hereunder with respect to any good faith, otherwise permissible
16 disclosure that occurred prior to the receipt of written notice of the mistaken
17 designation.

18 **10. Designating Deposition Testimony:** Counsel for the Designating Party
19 may identify a deposition transcript in whole or in part, and/or deposition exhibits as
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES
21 ONLY” either by (a) so stating on the record during the deposition, or (b) providing
22 written notice to counsel for the Receiving Party within twenty-one (21) calendar
23 days from the day the Designating Party received the final deposition transcript from
24 the court reporter.¹ Deposition exhibits previously designated as containing

25
26 ¹ During the twenty-one day period following receipt by the Designating Party of the
27 final deposition transcript, before the deadline to designate the portion(s) of the
28 transcript containing Designated Material, the transcript shall be treated as
containing HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY information
unless otherwise agreed to in writing or on the record at the deposition by the Parties.

1 Designated Material do not need to be re-designated to retain their protection under
2 this Protective Order.

3 **a.** At any deposition session, when counsel for a Designating Party
4 deems that the answer to a question will result in the disclosure of Designated
5 Material, counsel shall have the option, in lieu of or in addition to taking other steps
6 available under the Federal Rules of Civil Procedure, to direct that the testimony
7 shall be treated in accordance with a designation under Paragraph 4 of this Protective
8 Order. Counsel for the Designating Party whose Material is involved may also
9 request that all persons other than the witness and individuals who may have access
10 to such Designated Material under the appropriate designation in Paragraph 4 of this
11 Protective Order, leave the deposition room during the confidential portion of the
12 deposition.

13 **b.** Deposition transcripts containing Designated Material shall be
14 prominently marked on the front page with a statement that provides “THIS
15 DEPOSITION TRANSCRIPT CONTAINS [*insert appropriate designation under*
16 *Paragraph 4 of this Protective Order*] THAT IS SUBJECT TO A PROTECTIVE
17 ORDER.” Deponents may review their own transcript in its entirety, including any
18 portions of the transcript designated pursuant to Paragraph 4 of this Protective Order,
19 to ensure that it is accurate and complete. In all other instances, only those
20 individuals authorized under Paragraphs 13-14 will be provided with access to any
21 portions of deposition transcripts or exhibits designated pursuant to Paragraph 4 of
22 this Protective Order. Notwithstanding the foregoing, no deponent (other than
23 individuals who may have access to the same material under this Protective Order)
24 may *retain or copy* any portion of the transcript of the deposition that contains the
25 designated material without permission of the Designating Party.

26 **11. Applicability to Court Reporters:** Any court reporters who transcribe
27 testimony in this Action at a deposition shall treat all Designated Material as
28

1 confidential and will not disclose Designated Materials except as provided under this
2 Protective Order.

3 **12. Permissible Uses of Designated Material Generally:** Any Designated
4 Material produced in this Action, along with the information contained in such
5 Designated Material, shall be used by a Receiving Party only for the purpose of this
6 Action (including any appeal), and not for any other purpose, including any business,
7 governmental, commercial, administrative, or judicial proceedings. No person
8 subject to this Protective Order, except the Designating Party, may disclose, in public
9 or private, any Designated Material, except as provided for in this Protective Order
10 or as further ordered by the Court. However, nothing contained herein shall preclude
11 a Designating Party from voluntarily waiving any provision in this Protective Order
12 with respect to any Designated Material without further order of the Court.

13 **13. Permissible Disclosures of CONFIDENTIAL Material:** Only the
14 following persons shall have access to or retain material designated as
15 “CONFIDENTIAL” pursuant to Paragraph 5 of this Protective Order:

16 a. the Court and its official personnel involved in this Action, court
17 reporters (in court and in depositions), persons operating video recording equipment
18 at depositions, and any special master appointed by the Court;

19 b. the Parties in this Action and their respective employees, officers,
20 directors, and executives;

21 c. Counsel for the Parties in this Action. For the purposes of this
22 Protective Order, “Counsel” means in-house counsel and personnel at the law firms
23 retained by the Parties whose attorneys have made notices of appearance in this
24 Action, including partners, counsel, of counsel, associates, staff attorneys, paralegals,
25 secretaries, paralegal assistants and employees of such attorneys in connection with
26 work on this Action;

27 d. Litigation support personnel retained by Counsel to assist in the
28 preparation and/or litigation of the Action, including contract attorneys, graphic

1 design consultants, trial presentation and jury consultants, mock jurors, outside
2 copying service vendors and electronic document management vendors;

3 e. During a deposition of such person: any person who was an
4 author of the “CONFIDENTIAL” Material, who was involved in the preparation of
5 such material, who previously received or reviewed such material for purposes other
6 than this Action, or who has in good faith been alleged to have received or reviewed
7 such material for purposes other than this Action, provided that such person may not
8 retain the “CONFIDENTIAL” Material after the deposition;

9 f. Outside experts and consultants retained by the Receiving Party’s
10 Counsel to assist in this Action (as well as the experts’ or consultants’ staff whose
11 duties and responsibilities require access to such materials), provided that the
12 procedure and requirements described in Paragraph 15 below are followed;

13 g. Persons whom the Parties (including the Designating Party) agree
14 in writing or on the record at a deposition may be shown “CONFIDENTIAL”
15 material, provided that such person has executed the Confidentiality Undertaking (in
16 the form attached hereto as Exhibit A); and

17 h. anyone else the Court so orders.

18 **14. Permissible Disclosures of HIGHLY CONFIDENTIAL Material:**

19 Only the following persons shall have access to or retain material designated as
20 “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY”:

21 a. persons listed in Paragraph 13(a), (c), (d) and (e) above;

22 b. provided that the procedure and requirements described in
23 Paragraph 15 below are followed, persons listed in Paragraph 13(f) above;

24 c. persons whom the Parties (including the Designating Party) agree
25 in writing or on the record at a deposition may be shown “HIGHLY
26 CONFIDENTIAL – ATTORNEY’S EYES ONLY” material, provided that such
27 person has executed the Confidentiality Undertaking (in the form attached hereto as
28 Exhibit A); and

1 d. anyone else the Court so orders.

2 **15. Disclosure to Experts or Consultants:** Counsel for a Receiving Party
3 may not disclose Designated Material to any outside expert or consultant, whether or
4 not such expert has been designated to provide testimony pursuant to FED. R. CIV. P.
5 26(a)(2), except in accordance with this paragraph.

6 a. Persons receiving Designated Material subject to this Paragraph
7 15 must first execute the Confidentiality Undertaking (in the form attached hereto as
8 Exhibit A).

9 b. Persons receiving Designated Material designated HIGHLY
10 CONFIDENTIAL – ATTORNEY’S EYES ONLY subject to this Paragraph 15 must
11 not be persons who are (i) directors, officers, employees, or advisory board members
12 of any Party; or (ii) directors, officers, employees, or advisory board members of any
13 competitor of any Party. As used in this Paragraph 15 “competitor” means any
14 person (including any natural person and individual, firm association, partnership,
15 corporation, joint venture, government entity or other form of legal or business
16 entity, public or private), currently manufacturing or selling a product competing
17 with the products related to the operative Complaint or Counterclaim in this matter.

18 **16. Third Party Protected Material in Possession of Parties.** During the
19 course of this Action, a Party may be requested to produce to another Party
20 documents and other information that is subject to contractual or other obligations of
21 confidentiality owed to a third party by the Party receiving the request. The Party
22 subject to such contractual or other obligation of confidentiality shall timely contact
23 the third party to inform the third party of the contents of this Protective Order and
24 specifically of this paragraph. The third party shall have 21 days from receiving
25 such notice to instruct the Party owing the obligation of confidentiality to produce
26 the documents or other information as Designated Material or to seek a protective
27 order or other relief from this Court.

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1 a. If the third party fails to timely seek a protective order or other
2 relief from this Court, the receiving Party shall produce the information responsive to
3 the discovery request.

4 b. If the third party timely objects and seeks a protective order or
5 other relief from this Court, the receiving Party shall not produce any information in
6 its possession or control that is purportedly protected by its contractual or other
7 obligation of confidentiality before a determination by the Court, but shall provide
8 the requesting Party any documents or other information in its possession or control
9 that purport to give rise to the contractual or other obligation of confidentiality no
10 fewer than seven (7) business days prior to the time the requesting Party must submit
11 its opposition to the third party's request for a protective order or other relief from
12 the Court.

13 c. Absent a Court order to the contrary, the third party shall bear the
14 burden and expense of seeking protection in this Court of its protected material.

15 d. **Production by Third Parties.** If documents, things, or
16 information are requested from a third party and such third party claims that certain
17 of the documents, things, or information requested are confidential or proprietary to
18 such third party or contain information that is protected from public disclosure by a
19 person's right to privacy, such third party may, if it desires, adopt the benefits and
20 burdens of this Protective Order as it applies to Parties in this case by agreeing to be
21 bound by the terms of this Protective Order.

22 **17. Motion to Disclose Designated Material:** In the event that a Party
23 desires to provide access to specific Designated Material to any person or category of
24 persons not included in Paragraphs 13 and 14 hereof, that Party shall identify the
25 specific Designated Material at issue, meet and confer with the other Party about the
26 same, and, if necessary, move this Court for an order that such person or category of
27 persons may be given access to such Designated Material.

28

1 **18. De-designation of Designated Material:** The Parties agree to work
2 together in good faith to resolve disputes over whether Designated Material is within
3 the scope of materials to be protected from disclosure by this Protective Order. For
4 purposes of the Action or any other action, no Party concedes that any Designated
5 Material designated by any other person does in fact contain or reflect trade secrets
6 or other confidential proprietary or commercial information. A Party shall not be
7 obligated to challenge the propriety of the designation of Designated Material at the
8 time made, and failure to do so shall not preclude a subsequent challenge. If a
9 Receiving Party seeks removal of protection for particular items designated as
10 Designated Material on the ground that such protection is not warranted under
11 controlling law, the following procedure shall be used:

12 **a.** The Receiving Party seeking such removal shall give counsel of
13 record for the Designating Party notice thereof, specifying the documents, things, or
14 information for which such removal is sought and the reasons for the request. The
15 Designating Party shall have ten (10) Court days after receiving that notification
16 within which to object to the removal of protection afforded by this Protective Order.
17 Any such objection shall be made in writing. Failure to object within the requisite
18 time limit is deemed a waiver of any claim to protection for that specific document,
19 thing, or information under this Protective Order.

20 **b.** If the Parties, or the Party and third party, cannot reach agreement
21 concerning the matter, the dispute shall be resolved in accordance with FED. R. CIV.
22 P. 37 and Local Civil Rule 37. The Designated Material shall continue to be treated
23 in accordance with the original designation until the issue is resolved by Order of
24 this Court or by agreement of the Parties or the Party and third party. In addition to
25 service on the opposing Party, a copy of any such motion shall be served on any third
26 party who is the Producing Party with respect to the materials at issue and such third
27 party Producing Party shall have standing to oppose such motion before the Court.

28

1 **19. Filing Designated Material Under Seal:** Should any Party seek to file
2 with the Court any material designated as “CONFIDENTIAL” or “HIGHLY
3 CONFIDENTIAL – ATTORNEY’S EYES ONLY” pursuant to Paragraph 4 above,
4 such Party shall, pursuant to Local Rule 79-5.1, request that the Court permit filing
5 of such Designated Material under seal and that such Designated Material be made
6 available only to the Court and to persons authorized by the terms of this Protective
7 Order. The Party filing any paper that contains, summarizes, or reflects any such
8 Designated Material shall request that the material be filed under seal. If filed under
9 seal, such material shall remain sealed while in the office of the Clerk so long as the
10 material retains its status as Designated Material and/or until further order of the
11 Court. Where possible, only portions of the filings designated as
12 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES
13 ONLY” or supporting papers so designated shall be filed under seal. In such cases,
14 the filing Party should also file a redacted version of the filing and supporting papers.

15 **20. Use of Designated Material During Pre Trial Hearings and Other**
16 **Proceedings:** Nothing contained in this Protective Order shall be construed to
17 prejudice any Party’s right to use before the Court any Designated Material.
18 However, before doing so, the Party intending to use Designated Material shall so
19 apply to the Court for appropriate protection and inform the Producing Party. Either
20 the Designating, Receiving, or Producing Party may apply to the Court for
21 appropriate protection, including clearing the hearing room or courtroom of persons
22 not entitled to receive Designated Material pursuant to paragraphs 13 and 14.

23 **21. Subpoena by Other Courts or Agencies:** If another court or an
24 administrative agency subpoenas or orders production of any Designated Material
25 that a Party has obtained in this Action under the terms of this Protective Order, such
26 Party shall promptly notify the Designating Party of the pendency of such subpoena
27 or order within five (5) calendar days of receiving said subpoena or order. If the
28 Designating Party elects to resist production of the materials, it shall promptly so

1 notify the subpoenaed party and the latter shall cooperate in affording the
2 Designating Party the opportunity to oppose or limit production of the materials.
3 Nothing in this Protective Order restricts or limits a Party's ability to comply with a
4 lawful subpoena or order of a court or administrative agency; nor does this Protective
5 Order relieve a Party of its obligation to comply with such a subpoena or order.

6 **22. Modification and Non-Waiver:** Nothing in this Protective Order shall
7 prevent any Party or other person from seeking modification of this Protective Order
8 (either by motion or agreement of the Parties hereto, subject to Court approval), from
9 objecting to or seeking further limitations on discovery that it believes to be
10 otherwise improper, or from seeking further or different orders from the Court. In
11 addition, by stipulating to the entry of this Protective Order, no Party waives any
12 right it otherwise would have to object to disclosing or producing any information or
13 item on any ground not addressed in this Protective Order. Similarly, no Party
14 waives any right to object on any ground to use in evidence any of the material
15 covered by this Protective Order.

16 **23. Withholding and Clawback of Privileged Information:** The
17 protection afforded by this Protective Order shall in no way affect a Party's or third
18 party's right to withhold or clawback documents as (a) privileged under the attorney-
19 client or other privilege, (b) protected by the work product doctrine, or (c) otherwise
20 exempted from discovery under FED. R. CIV. P. 26, subject to the relevant provisions
21 of the Order Regarding Discovery of ESI also entered in the Action.

22 **24. Use of Designated Material at Trial:** This Protective Order governs
23 the confidentiality of Designated Material before and after trial. Nothing contained
24 in this Protective Order shall restrict or limit any Party's right to present Designated
25 Material to the jury or the Court during a trial in this Action. Confidentiality
26 concerns at trial must be separately raised with the Court at the appropriate time.

27 **25. Designations Not Admissible.** Unless the Parties stipulate otherwise,
28 evidence of the existence or nonexistence of a designation under this Protective

1 Order shall not be admissible for any purpose, nor shall the designation or
2 acceptance of any information designated pursuant to this Protective Order constitute
3 an admission or acknowledgement that the material so designated is in fact
4 proprietary, confidential or a trade secret.

5 **26. Publicly Available Material:** The restrictions set forth in this
6 Protective Order shall not apply to documents, things, or information that the Parties
7 agree, or that the Court rules: (a) have become public knowledge in a manner *other*
8 *than* through a violation of this Protective Order; or (b) have been independently
9 obtained by the non-Designating Party, as evidenced by written documentation.

10 **27. Client Consultation:** Nothing in this Protective Order shall prevent or
11 otherwise restrict Counsel from rendering advice to their clients in this Action and,
12 in the course thereof, relying generally on examination of Designated Material;
13 provided, however, that in rendering such advice and otherwise communicating with
14 such client, counsel shall not disclose the specific contents of Designated Material to
15 persons not authorized to receive such material pursuant to this Protective Order.

16 **28. Non-Termination:** The provisions of this Protective Order shall not
17 terminate at the conclusion of this Action.

18 **a.** Except for materials covered by this Protective Order that have
19 been filed or otherwise are in the Court's possession, within thirty (30) calendar days
20 after final conclusion of all aspects of this Action (including any appeal), unless
21 otherwise agreed to in writing by counsel for the Designating Party, Designated
22 Material and all copies of same shall be returned to the Party or person that
23 designated such documents or shall be destroyed from all reasonably accessible
24 locations. All counsel of record shall make certification of compliance herewith, and
25 shall deliver the same to counsel for the Party who produced the documents not more
26 than forty-five (45) calendar days after final termination of this Action (including
27 any appeal).

28

1 **b.** Notwithstanding this provision, counsel are entitled to retain an
2 archival copy of all pleadings, discovery, motion papers, transcripts, exhibits, legal
3 memoranda, correspondence, and attorney, expert, and consultant work product,
4 even if such materials contain Designated Material. Further, the Parties' Counsel are
5 not required to delete information that resides on their respective firm's electronic
6 back-up systems that are overwritten in the normal course of business. Any such
7 archival copies that contain or constitute Designated Material remain subject to this
8 Protective Order and shall be maintained in a safe and secure manner.

9 **29. Remedies:** The provisions of this Protective Order shall remain in
10 effect after the conclusion of this Action to provide the Court with jurisdiction to
11 enforce its terms. Each person to whom disclosure of any Designated Material is
12 made agrees to subject himself or herself to the jurisdiction of the Court in which this
13 Action is pending for the purpose of proceedings relating to the performance under,
14 compliance with, or violation of this Protective Order.

15 **a.** In the event anyone shall violate, or threaten to violate, any term
16 of this Protective Order, the Parties hereto agree that the aggrieved Party may
17 immediately apply to obtain injunctive relief against any such person. Because of
18 the confidential and proprietary nature of the information contemplated to be covered
19 by this Protective Order, legal remedies alone may be inadequate. Therefore,
20 injunctive relief may be an appropriate remedy to prevent any person from using or
21 disclosing confidential information in violation of this Protective Order.

22 **b.** In the event that a dispute regarding a threatened or actual
23 violation of this Protective Order cannot be resolved after a good faith meeting and
24 conference between the Parties, after which the non-breaching party files a motion or
25 action seeking equitable or legal remedies for a violation of this Protective Order, the
26 Parties agree that the Court may exercise its discretion to award the prevailing party
27 all reasonable costs and expenses related thereto, including reasonable attorney's
28 fees.

1 **30. Notice:** Notices under this Protective Order shall be provided to the
2 Parties' respective counsel of record at their addresses of record, unless this
3 provision is modified by the Parties in writing.

4 **31. Applicability Pending Court Approval:** Until such time as this
5 Protective Order has been entered by the Court the Parties agree that upon execution
6 by all of the Parties, it will be treated as though it has been "So Ordered."

7 IT IS SO STIPULATED.

8
9 Dated: August 3, 2017 COOLEY LLP

10
11 By: /s/ Anthony M. Stiegler
12 Anthony M. Stiegler
13 Attorneys for Plaintiff ChromaDex, Inc.

14 *The filer, Anthony M. Stiegler, attests that the other*
15 *signatory listed, on whose behalf the filing is*
16 *submitted, concurs in the filing's content and has*
17 *authorized the filing.*

18
19 Dated: August 3, 2017 SKADDEN, ARPS, SLATE,
20 MEAGHER & FLOM LLP

21 By: /s/ Joseph N. Sacca
22 JOSEPH N. SACCA
23 Attorneys for Defendant and
24 Counterclaimant Elysium Health, Inc.

25 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

26 DATED: August 7, 2017

27 
28 _____

HON. DOUGLAS F. McCORMICK

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],
5 declare under penalty of perjury that I have read in its entirety and understand the
6 Stipulated Protective Order that was issued by the United States District Court for
7 the Central District of California on _____ in the case of *ChromaDex,*
8 *Inc. v. Elysium Health, Inc.*, Case No. SACV 16-02277-CJC(DFMx). I agree to
9 comply with and to be bound by all the terms of this Stipulated Protective Order and
10 I 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
17 this action.

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

23
24 Date: _____

25 City and State where sworn and signed: _____

26
27 Printed name: _____

28 Signature: _____