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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
(WESTERN DIVISION)**

16 ChromaDex, Inc.,  
17  
18 Plaintiff,  
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20 v.  
21 Elysium Health, Inc. and Mark Morris,  
22  
23 Defendants.

24 Elysium Health, Inc.,  
25  
26 Counterclaimant,  
27  
28 v.  
29 ChromaDex, Inc.,  
30  
31 Counter-Defendant.

Case No. SACV 16-02277-CJC(DFMx)  
**SECOND AMENDED PROTECTIVE ORDER**  
Judge: Hon. Cormac J. Carney  
Magistrate Judge: Hon. Douglas F. McCormick

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*Attorneys for Plaintiff and Counter-Defendant  
ChromaDex, Inc.*

**RECITALS AND GOOD CAUSE STATEMENT**

1  
2 I. Plaintiff and Counter-Defendant ChromaDex, Inc. (“ChromaDex”),  
3 Defendant and Counterclaimant Elysium Health, Inc. (“Elysium”), and Defendant  
4 Mark Morris (each individually, a “Party” and collectively, the “Parties”)  
5 contemplate that discovery in the above-captioned action (hereinafter referred to as  
6 “the Action”) may involve the production of documents and other information for  
7 which special protection from public disclosure and from use for any purpose other  
8 than prosecution of this action is 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,”  
7 “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY,” or “OUTSIDE  
8 COUNSEL ONLY”<sup>1</sup> pursuant to the terms of this Protective Order (“Designated  
9 Material”) shall include, without limitation: (a) all copies, extracts, and complete or  
10 partial summaries prepared from Designated Material; (b) portions of deposition  
11 transcripts and exhibits thereto that contain, summarize, or reflect the content of any  
12 Designated Material; and (c) portions of briefs, memoranda, or any other writings  
13 filed with the Court and exhibits thereto that contain, summarize, or reflect the  
14 content of any Designated Material; and (d) deposition testimony designated in  
15 accordance with this Protective Order.

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

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

25 a. “CONFIDENTIAL”; or

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

27 \_\_\_\_\_  
28 <sup>1</sup> A designation available only to non-parties subpoenaed in this action.

1 Consistent with this Protective Order, the attorneys of record shall exercise all  
2 reasonable care to control duplication of, access to, and distribution of copies of  
3 Designated Material; or

4 c. “OUTSIDE COUNSEL ONLY,” a designation requested by and  
5 available only for documents or information produced by non-parties subpoenaed in  
6 this action.

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

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

24 **7. OUTSIDE COUNSEL ONLY Designation:** A non-party subpoenaed  
25 in this action may designate documents it produces in this litigation as “OUTSIDE  
26 COUNSEL ONLY” if it reasonably believes that the documents contain  
27 competitively sensitive information, including but not limited to information  
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1 concerning sales or profits, that cannot be shared with any directors, officers,  
2 employees, or advisory board members of any Party.

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

8 **9. Designating Written Materials:** Each page of any Designated  
9 Material must be labeled with the legend “CONFIDENTIAL,” “HIGHLY  
10 CONFIDENTIAL – ATTORNEY’S EYES ONLY,” or “OUTSIDE COUNSEL  
11 ONLY” as appropriate, at the time the Material, or a copy thereof, is provided to the  
12 Receiving Party. In the case of Material contained in or on media other than paper  
13 (e.g., natively produced documents), the Designating Party shall affix such a label  
14 to the production media, appropriately title the file name, or otherwise use its best  
15 efforts to identify the contents or information as Designated Material. Additionally,  
16 a Party may give notice to all other Parties in the Action, in writing, that material  
17 produced by another Party or third party is Designated Material covered by this  
18 Protective Order.

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

5 **11. Designating Deposition Testimony:** Counsel for the Designating  
6 Party may identify a deposition transcript in whole or in part, and/or deposition  
7 exhibits as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S  
8 EYES ONLY” either by (a) so stating on the record during the deposition, or  
9 (b) providing written notice to counsel for the Receiving Party within twenty-one  
10 (21) calendar days from the day the Designating Party received the final deposition  
11 transcript from the court reporter.<sup>2</sup> Deposition exhibits previously designated as  
12 containing Designated Material do not need to be re-designated to retain their  
13 protection under this Protective Order.

14 a. At any deposition session, when counsel for a Designating Party  
15 deems that the answer to a question will result in the disclosure of Designated  
16 Material, counsel shall have the option, in lieu of or in addition to taking other steps  
17 available under the Federal Rules of Civil Procedure, to direct that the testimony  
18 shall be treated in accordance with a designation under Paragraph 4 of this Protective  
19 Order. Counsel for the Designating Party whose Material is involved may also  
20 request that all persons other than the witness and individuals who may have access  
21 to such Designated Material under the appropriate designation in Paragraph 4 of this  
22 Protective Order, leave the deposition room during the confidential portion of the  
23 deposition.

24 b. Deposition transcripts containing Designated Material shall be

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26 <sup>2</sup> During the twenty-one day period following receipt by the Designating Party of the final  
27 deposition transcript, before the deadline to designate the portion(s) of the transcript containing  
28 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 prominently marked on the front page with a statement that provides “THIS  
2 DEPOSITION TRANSCRIPT CONTAINS [*insert appropriate designation under*  
3 *Paragraph 4 of this Protective Order*] THAT IS SUBJECT TO A PROTECTIVE  
4 ORDER.” Deponents may review their own transcript in its entirety, including any  
5 portions of the transcript designated pursuant to Paragraph 4 of this Protective Order,  
6 to ensure that it is accurate and complete. In all other instances, only those  
7 individuals authorized under Paragraphs 14-16 will be provided with access to any  
8 portions of deposition transcripts or exhibits designated pursuant to Paragraph 4 of  
9 this Protective Order Notwithstanding the foregoing, no deponent (other than  
10 individuals who may have access to the same material under this Protective Order)  
11 may *retain or copy* any portion of the transcript of the deposition that contains the  
12 designated material without permission of the Designating Party.

13 **12. Applicability to Court Reporters:** Any court reporters who transcribe  
14 testimony in this Action at a deposition shall treat all Designated Material as  
15 confidential and will not disclose Designated Materials except as provided under this  
16 Protective Order.

17 **13. Permissible Uses of Designated Material Generally:** Any  
18 Designated Material produced in this Action, along with the information contained  
19 in such Designated Material, shall be used by a Receiving Party only for the purpose  
20 of this Action or Case No. 1:17-cv-07394 (CM) (S.D.N.Y.) (the “New York Action,”  
21 together with the Action the “Actions”) (including any appeals), and not for any  
22 other purpose, including any business, governmental, commercial, administrative,  
23 or judicial proceedings. No person subject to this Protective Order, except the  
24 Designating Party, may disclose, in public or private, any Designated Material,  
25 except as provided for in this Protective Order or as further ordered by the Court.  
26 However, nothing contained herein shall preclude a Designating Party from  
27 voluntarily waiving any provision in this Protective Order with respect to any  
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1 Designated Material without further order of the Court.

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

5 a. the courts and their official personnel involved in the Actions,  
6 court reporters (in court and in depositions), persons operating video recording  
7 equipment at depositions, and any special master appointed by the courts in the  
8 Actions;

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

11 c. Counsel for the Parties in the Actions. For the purposes of this  
12 Protective Order, “Counsel” means in-house counsel and personnel at the law firms  
13 retained by the Parties whose attorneys have made notices of appearance in the  
14 Actions, including partners, counsel, of counsel, associates, staff attorneys,  
15 paralegals, secretaries, paralegal assistants and employees of such attorneys in  
16 connection with work on the Actions;

17 d. Litigation support personnel retained by Counsel to assist in the  
18 preparation and/or litigation of the Actions, including contract attorneys, graphic  
19 design consultants, trial presentation and jury consultants, mock jurors, outside  
20 copying service vendors and electronic document management vendors;

21 e. During a deposition of such person: any person who was an  
22 author of the “CONFIDENTIAL” Material, who was involved in the preparation of  
23 such material, who previously received or reviewed such material for purposes other  
24 than the Actions, or who has in good faith been alleged to have received or reviewed  
25 such material for purposes other than the Actions, provided that such person may  
26 not retain the “CONFIDENTIAL” Material after the deposition;

27 f. Outside experts and consultants retained by the Receiving  
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1 Party's Counsel to assist in the Actions (as well as the experts' or consultants' staff  
2 whose duties and responsibilities require access to such materials), provided that the  
3 procedure and requirements described in Paragraph 17 below are followed;

4 g. Persons whom the Parties (including the Designating Party)  
5 agree in writing or on the record at a deposition may be shown "CONFIDENTIAL"  
6 material, provided that such person has executed the Confidentiality Undertaking (in  
7 the form attached hereto as Exhibit A); and

8 h. anyone else the Court so orders.

9 **15. Permissible Disclosures of HIGHLY CONFIDENTIAL Material:**

10 Only the following persons shall have access to or retain material designated as  
11 "HIGHLY CONFIDENTIAL – ATTORNEY'S EYES ONLY":

12 a. persons listed in Paragraph 14(a), (c), (d) and (e) above;

13 b. provided that the procedure and requirements described in  
14 Paragraph 17 below are followed, persons listed in Paragraph 14(f) above;

15 c. persons whom the Parties (including the Designating Party)  
16 agree in writing or on the record at a deposition may be shown "HIGHLY  
17 CONFIDENTIAL – ATTORNEY'S EYES ONLY" material, provided that such  
18 person has executed the Confidentiality Undertaking (in the form attached hereto as  
19 Exhibit A); and

20 d. anyone else the Court so orders.

21 **16. Permissible Disclosures of "OUTSIDE COUNSEL ONLY"**

22 **Material:** Only the following persons shall have access to or retain material  
23 designated as "OUTSIDE COUNSEL ONLY":

24 a. persons listed in Paragraph 14(a), (d) and (e) above;

25 b. personnel at the law firms retained by the Parties whose attorneys  
26 have made notices of appearance in the Actions, including partners, counsel, of  
27 counsel, associates, staff attorneys, paralegals, secretaries, paralegal assistants and  
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1 employees of such attorneys in connection with work on the Actions, but not in-  
2 house counsel for the Parties;

3 c. provided that the procedure and requirements described in  
4 Paragraph 17 below are followed, persons listed in Paragraph 14(f) above;

5 d. persons whom the Designating Party agrees in writing may be  
6 shown “OUTSIDE COUNSEL ONLY” material, provided that such person has  
7 executed the Confidentiality Undertaking (in the form attached hereto as Exhibit A);  
8 and

9 e. anyone else the Court so orders.

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

14 a. Persons receiving Designated Material subject to this  
15 Paragraph 17 must first execute the Confidentiality Undertaking (in the form  
16 attached hereto as Exhibit A).

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

26 c. Persons receiving Designated Material designated OUTSIDE  
27 COUNSEL ONLY subject to this Paragraph 17 must not be persons who are  
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1 (i) directors, officers, employees, or advisory board members of any Party; or  
2 (ii) directors, officers, employees, or advisory board members of any competitor of  
3 any Party. As used in this Paragraph 17 “competitor” means any person (including  
4 any natural person and individual, firm association, partnership, corporation, joint  
5 venture, government entity or other form of legal or business entity, public or  
6 private), currently manufacturing or selling a product competing with the products  
7 related to the operative Complaint or Counterclaim in this matter.

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

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

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

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

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

12 **19. Motion to Disclose Designated Material:** In the event that a Party  
13 desires to provide access to specific Designated Material to any person or category  
14 of persons not included in Paragraphs 14 through 16 hereof, that Party shall identify  
15 the specific Designated Material at issue, meet and confer with the Designating Party  
16 about the same, and, if necessary, move this Court for an order that such person or  
17 category of persons may be given access to such Designated Material.

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

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

10 b. If the Parties, or the Party and third party, cannot reach  
11 agreement concerning the matter, the dispute shall be resolved in accordance with  
12 FED. R. CIV. P. 37 and Local Civil Rule 37. The Designated Material shall continue  
13 to be treated in accordance with the original designation until the issue is resolved  
14 by Order of this Court or by agreement of the Parties or the Party and third party. In  
15 addition to service on the opposing Party, a copy of any such motion shall be served  
16 on any third party who is the Producing Party with respect to the materials at issue  
17 and such third party Producing Party shall have standing to oppose such motion  
18 before the Court.

19 **21. Filing Designated Material Under Seal:** Should any Party seek to file  
20 with a court any material designated as “CONFIDENTIAL,” “HIGHLY  
21 CONFIDENTIAL – ATTORNEY’S EYES ONLY,” or “OUTSIDE COUNSEL  
22 ONLY,” pursuant to Paragraph 4 above, such Party shall, pursuant to applicable  
23 local rules, request that the court permit filing of such Designated Material under  
24 seal and that such Designated Material be made available only to the court and to  
25 persons authorized by the terms of this Protective Order. The Party filing any paper  
26 that contains, summarizes, or reflects any such Designated Material shall request  
27 that the material be filed under seal. If filed under seal, such material shall remain  
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1 sealed while in the office of the clerk so long as the material retains its status as  
2 Designated Material and/or until further order of the court. Where possible, only  
3 portions of the filings designated as “CONFIDENTIAL” “HIGHLY  
4 CONFIDENTIAL – ATTORNEY’S EYES ONLY,” or “OUTSIDE COUNSEL  
5 ONLY,” or supporting papers so designated shall be filed under seal. In such cases,  
6 the filing Party should also file a redacted version of the filing and supporting papers.

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

15 **23. Subpoena by Other Courts or Agencies:** If another court or an  
16 administrative agency subpoenas or orders production of any Designated Material  
17 that a Party has obtained in this Action under the terms of this Protective Order, such  
18 Party shall promptly notify the Designating Party of the pendency of such subpoena  
19 or order within five (5) calendar days of receiving said subpoena or order. If the  
20 Designating Party elects to resist production of the materials, it shall promptly so  
21 notify the subpoenaed party and the latter shall cooperate in affording the  
22 Designating Party the opportunity to oppose or limit production of the materials.  
23 Nothing in this Protective Order restricts or limits a Party’s ability to comply with a  
24 lawful subpoena or order of a court or administrative agency; nor does this Protective  
25 Order relieve a Party of its obligation to comply with such a subpoena or order.

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

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

15 **26. Use of Designated Material at Trial:** This Protective Order governs  
16 the confidentiality of Designated Material before and after trial. Nothing contained  
17 in this Protective Order shall restrict or limit any Party's right to present Designated  
18 Material to the jury or the court during a trial in the Actions. Confidentiality  
19 concerns at trial must be separately raised with the court at the appropriate time.

20 **27. Designations Not Admissible.** Unless the Parties stipulate otherwise,  
21 evidence of the existence or nonexistence of a designation under this Protective  
22 Order shall not be admissible for any purpose, nor shall the designation or  
23 acceptance of any information designated pursuant to this Protective Order  
24 constitute an admission or acknowledgement that the material so designated is in  
25 fact proprietary, confidential or a trade secret.

26 **28. Publicly Available Material:** The restrictions set forth in this  
27 Protective Order shall not apply to documents, things, or information that the Parties  
28



1 agree, or that the Court rules: (a) have become public knowledge in a manner *other*  
2 *than* through a violation of this Protective Order; or (b) have been independently  
3 obtained by the non-Designating Party, as evidenced by written documentation.

4 **29. Client Consultation:** Nothing in this Protective Order shall prevent or  
5 otherwise restrict Counsel from rendering advice to their clients in the Actions and,  
6 in the course thereof, relying generally on examination of Designated Material;  
7 provided, however, that in rendering such advice and otherwise communicating with  
8 such client, counsel shall not disclose the specific contents of Designated Material  
9 to persons not authorized to receive such material pursuant to this Protective Order.

10 **30. Non-Termination:** The provisions of this Protective Order shall not  
11 terminate at the conclusion of this Action.

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

22 b. Notwithstanding this provision, counsel are entitled to retain an  
23 archival copy of all pleadings, discovery, motion papers, transcripts, exhibits, legal  
24 memoranda, correspondence, and attorney, expert, and consultant work product,  
25 even if such materials contain Designated Material. Further, the Parties' Counsel  
26 are not required to delete information that resides on their respective firm's  
27 electronic back-up systems that are overwritten in the normal course of business.  
28

1 Any such archival copies that contain or constitute Designated Material remain  
2 subject to this Protective Order and shall be maintained in a safe and secure manner.

3 **31. Remedies:** The provisions of this Protective Order shall remain in  
4 effect after the conclusion of this Action to provide the Court with jurisdiction to  
5 enforce its terms. Each person to whom disclosure of any Designated Material is  
6 made agrees to subject himself or herself to the jurisdiction of the Court in which  
7 this Action is pending for the purpose of proceedings relating to the performance  
8 under, compliance with, or violation of this Protective Order.

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

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

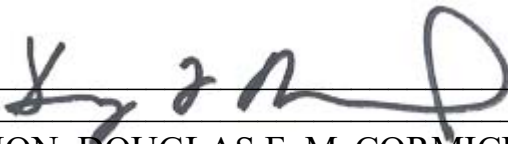
24 **32. Notice:** Notices under this Protective Order shall be provided to the  
25 Parties' respective counsel of record at their addresses of record, unless this  
26 provision is modified by the Parties in writing.

27 **33. Applicability Pending Court Approval:** Until such time as this  
28

1 Protective Order has been entered by the Court the Parties agree that upon execution  
2 by all of the Parties, it will be treated as though it has been "So Ordered."

3 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

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5 DATED: December 6, 2019

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8 HON. DOUGLAS F. McCORMICK  
9 United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address],  
declare under penalty of perjury that I have read in its entirety and understand the Stipulated  
Protective Order that was issued by the United States District Court for the Central District of  
California on \_\_\_\_\_ in the case of *ChromaDex, Inc. v. Elysium Health, Inc.*, Case  
No. SACV 16-02277-CJC(DFMx). I agree to comply with and to be bound by all the terms of this  
Stipulated Protective Order and I understand and acknowledge that failure to so comply could  
expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will  
not disclose in any manner any information or item that is subject to this Stipulated Protective  
Order to any person or entity except in strict compliance with the provisions of this Order. I further  
agree to submit to the jurisdiction of the United States District Court for the Central District of  
California for enforcing the terms of this Stipulated Protective Order, even if such enforcement  
proceedings occur after termination of this action.

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

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

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

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

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