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**NOTE CHANGES MADE
 BY COURT**

5 Attorneys for Plaintiff and
 6 Counter-Defendant
 7 **MING LIN**

8 UNITED STATES DISTRICT COURT
 9 CENTRAL DISTRICT OF CALIFORNIA

11 **MING LIN,**
 12 **Plaintiff,**
 13 **vs.**

Case No. CV09-3904 JHN (MANx)

**STIPULATED PROTECTIVE
 ORDER REGARDING
 CONFIDENTIALITY OF
 MATERIALS EXCHANGED
 DURING CIVIL DISCOVERY**

14 **SING TAO NEWSPAPERS LOS**
 15 **ANGELES LTD, a California Corporation;**
 16 **NEW BRIDGE MEDIA, INC., a California**
 17 **Corporation; JIN XIU HE; and DOES 1-**
 18 **20, inclusive,**
 19 **Defendants.**

18 **NEW BRIDGE MEDIA, INC., a California**
 19 **corporation; JIN XIU HE, an individual,**
 20 **Counter-Claimants,**

21 **vs.**
 22 **MING LIN, an individual,**
 23 **Counter-Defendant.**

24 **AND RELATED CROSS AND THIRD-**
 25 **PARTY ACTIONS.**

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1 Based upon the parties’ Stipulation And [Proposed] Protective Order Regarding
2 The Confidentiality of Materials Exchanged During Civil Discovery (“Stipulated
3 Protective Order”), filed on February 19, 2010, the terms of the parties’ Stipulated
4 Protective Order are adopted as this Court’s Order.

5 The parties are expressly cautioned, however, that this Stipulated Protective Order,
6 in and of itself, creates no entitlement to file under seal information, documents, or things
7 designated as Confidential by the parties. If a Party wishes to file documents with the
8 Court which have been designated Confidential pursuant to this Stipulated Protective
9 Order, such documents shall be filed in accordance with the provisions of L.R. 79-5 of
10 the Local Civil Rules of this Court. In making an application for filing under seal
11 pursuant to L.R. 79-5, the parties should seek to file **only** the confidential portions of
12 such documents under seal, and they must make the appropriate showing to justify filing
13 under seal. *See, Kamakana v. City & County of Honolulu, 447 F.3d 1172, 1180-81 (9th*
14 *Cir. 2006)*. Reference to this Stipulated Protective Order or to the parties’ designation
15 of any information, document, or thing as Confidential is wholly insufficient to warrant
16 filing under seal. Good cause must be shown to support a filing under seal, and the
17 parties’ mere designation of any information, document, or thing as Confidential does not
18 – without the submission of **competent evidence** establishing that the material sought to
19 be filed under seal qualifies as confidential, proprietary, trade secret, or private
20 information – establish good cause.

21 Further, once a case proceeds to trial, all information that was designated as
22 Confidential and/or kept and maintained pursuant to the terms of a protective order
23 generally becomes public and will be presumptively available to all members of the
24 public, including the press, unless an appropriate showing is made to the District Judge
25 in advance of the trial.

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1 TERMS AND CONDITIONS OF THE STIPULATED PROTECTIVE ORDER

2 Pursuant to the stipulation of the parties, the Court hereby orders that:

3 1. Confidential information, as used herein, means any information of any type,
4 kind or character whether it be a document, information contained in a document,
5 information revealed during a deposition, information revealed in an interrogatory answer
6 or otherwise (i) that has not been disclosed to the public, and (ii) where public disclosure
7 of such information is restricted by law, or contains trade secrets, proprietary information,
8 or other commercially-sensitive, confidential information of the Party producing such
9 information (the “producing Party”), including but not limited to information protected
10 by the right of privacy, or information that is protected under California Civil Code
11 Section 3426 *et seq.* The burden to justify Confidential treatment of information is on the
12 producing Party. However, material designated as “Confidential,” the information
13 contained therein, and any summaries, copies, abstracts, or other documents derived in
14 whole or in part therefrom (“Confidential Materials”) shall be treated as such (unless and
15 until the Court orders otherwise.)

16 2. Confidential Materials shall be used only for the limited purpose of the
17 prosecution, defense, or settlement of the Civil Action, and for no other purpose.

18 3. Confidential Materials shall be so designated by stamping copies of the
19 materials produced with the legend “CONFIDENTIAL.” Stamping the legend
20 “CONFIDENTIAL” on the cover of any multi-page document shall designate all pages
21 of the document as confidential, unless otherwise indicated by the producing Party.

22 4. Information disclosed at (a) the deposition of a Party or one of its present or
23 former officers, directors, employees, agents or independent experts retained by counsel
24 for the purpose of the Civil Action, or (b) the deposition of a third party (which
25 information pertains to a Party), including exhibits, may be designated by any party as
26 “Confidential” by indicating on the record at the deposition that the testimony is
27 “Confidential” and is subject to the provisions of this Protective Order. Any Party may
28 also designate information disclosed at such deposition as “Confidential” by notifying all

1 Parties in writing within thirty (30) days of receipt of the transcript of the specific pages
2 and lines of the transcript which should be treated as “Confidential.” All deposition
3 transcripts shall be treated as “Confidential” for a period of thirty (30) days after the
4 receipt of the transcript.

5 5. Confidential Materials may be disclosed or made available only to:

6 (a) the Court and its staff;

7 (b) any certified court reporter who takes testimony or records
8 proceedings;

9 (c) any interpreter or translator certified as such under oath by the State
10 of California;

11 (d) the Parties, including employees and agents thereof;

12 (e) counsel for the Parties, including their associates, paralegals and
13 clerical personnel;

14 (f) any person who is indicated by Confidential Materials as being an
15 author, source or recipient of the Confidential Materials; and

16 (g) “qualified Persons,” as defined in the succeeding paragraph of this
17 Protective Order.

18 6. Prior to receiving any Confidential Materials, each “Qualified Person” shall
19 execute an agreement to be bound by the terms of this Protective Order in the form
20 attached hereto as Exhibit “A,” a copy of which executed agreement shall be provided
21 forthwith to counsel for each of the Parties. A “Qualified Person” is:

22 (a) a person retained or consulted by the Parties or their attorneys for the
23 purpose of the prosecution, defense, or settlement of the California Civil Action;

24 (b) a witness at any deposition or other proceeding in the California Civil
25 Action; or

26 (c) a person to whom the Parties agree in writing.

27 7. This Protective Order shall be binding upon the Parties, including all
28 employees and agents of the Parties; counsel for the Parties, including their associates,

1 paralegals and clerical personnel; and those “Qualified Persons” who, pursuant to the
2 preceding Paragraph, have executed an agreement to be bound by the terms of this
3 Protective Order. No person or entity upon whom this Protective Order is binding shall
4 use Confidential Materials for any purpose other than the prosecution, defense, or
5 settlement of the California Civil Action.

6 8. In the event any Party desires to file a document with the Court, which
7 document quotes, describes in detail, or attaches Confidential Materials, the Party shall
8 first attempt to resolve such dispute with the producing Party in good faith on an informal
9 basis (“meet and confer”), such as by limited waiver of this Protective Order or the filing
10 of a redacted copy of the document containing, referencing or attaching Confidential
11 Materials, for example.

12 9. If any Party objects to the designation of any materials as “Confidential,”
13 that Party shall state the objection in writing to counsel for the producing Party. After
14 stating the objection in writing to the producing Party, the Party receiving the
15 Confidential Materials shall have the right to apply to the court for a determination as to
16 whether the Confidential Materials in dispute shall continue to be treated as
17 “Confidential.” The burden to demonstrate that Confidential Materials shall continue to
18 be treated as “Confidential” is on the producing Party. But unless and until the court
19 rules on the application to remove the “Confidential” designation from the Confidential
20 Materials in dispute, Confidential Materials shall continue to be treated and designated
21 as “Confidential.”

22 10. Upon final resolution, including appeals, of the Civil Action, all Parties and
23 persons to whom Confidential Materials have been disclosed or provided shall either
24 destroy all such Confidential Materials or, at the election of the producing Party, return
25 them to the producing Party; provided, however, that this obligation shall not extend to
26 any Confidential Materials included in conformed copies of materials filed with the Court
27 or contained in work product.

28 11. If a Party, through inadvertence or otherwise, produces or provides

1 discovery of any Confidential Materials without designating such materials as
2 “Confidential” in accordance with this Protective Order, before or after entry of this
3 Protective Order, the producing Party may give written notice to the Party or Parties that
4 have received the Confidential Materials that the document(s) are Confidential Materials
5 and should be treated as confidential in accordance with the provisions of this Protective
6 Order. The Party or Parties that received the materials must treat the materials as
7 Confidential Materials from the date such notice is received.

8 12. Documents to be inspected shall be treated as “Confidential” during
9 inspection. At the time of copying for the receiving parties, such inspected documents
10 shall be stamped with the legend “CONFIDENTIAL” by the producing Party.

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12 IT IS ORDERED:

13 DATED: April 19, 2010

Margaret A. Nagle

MARGARET A. NAGLE
United States District Court Judge

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EXHIBIT A
NONDISCLOSURE AGREEMENT

I, _____, do solemnly swear that I am familiar with the terms of the stipulation and Protective Order Regarding the Confidentiality of Materials Exchanged During Civil Discovery (the "Protective Order"), entered in the action entitled Ming Lin v. Sing Tao Newspapers Los Angeles Ltd, Case No. CV09-3904 FMC (MANx), pending in the United States District Court, Central District of California. I hereby agree to observe and be bound by all terms of the Protective Order. I understand that the unauthorized use or disclosure of Confidential Materials as defined in the Protective Order may constitute contempt of court, and I hereby consent to the jurisdiction of the Court for the purposes of enforcing the Protective Order.

DATED: _____

Print Name:
Title:
Business Entity: