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ASSI SUPER, INC.

7  
8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

10 IMAGECLICK, INC., a California  
11 Corporation,

12 Plaintiff,

13 v.

14 ASSI SUPER, INC., a California  
corporation; KYE WON MOON, d/b/a  
15 Mastery of Asian Dynamics d/b/a M  
Ad, d/b/a Mad4Asia; and DOES 1-10,  
16 Inclusive,

17 Defendants.

Case No. CV 09-07113 SVW (PJWx)

~~PROPOSED~~ STIPULATED  
PROTECTIVE ORDER

18  
19 IT IS HEREBY STIPULATED and agreed by and between counsel for  
20 Plaintiff ImageClick, Inc. ("ImageClick") and Defendants Assi Super Inc. ("Assi"),  
21 KYE WON MOON, d/b/a Master of Asian Dynamics, d/b/a M.Ad, d/b/a  
22 Mad4Asia, and each of them (collectively, "Defendants") that the terms and  
23 conditions of this Stipulated Protective Order shall be entered as follows:

24 1. This Stipulated Protective Order shall be applicable to and govern all  
25 depositions, documents produced in response to requests for production of  
26 documents, answers to interrogatories, responses to requests for admissions and all  
27 other discovery taken pursuant to the Federal Rules of Civil Procedure, as well as  
28 all documents produced by either party in response to informal discovery requests,

1 and testimony adduced at trial, matters in evidence and computerized records  
2 (collectively, "RECORDS") which the disclosing party designates as  
3 "CONFIDENTIAL MATERIAL" or "RESTRICTED MATERIAL" hereafter  
4 furnished, directly or indirectly, by or on behalf of any party in connection with this  
5 action.

6 2. In designating RECORDS as "CONFIDENTIAL MATERIAL" or  
7 "RESTRICTED MATERIAL," a party shall make such a designation of  
8 CONFIDENTIAL MATERIAL or RESTRICTED MATERIAL only for  
9 RECORDS which that party in good faith believes contain trade secret or other  
10 confidential, competitive or proprietary business information used by it in, or  
11 pertaining to, its business which the party takes appropriate efforts to keep  
12 confidential or which the party is otherwise required to keep confidential by  
13 agreement or law. For a designation of RECORDS as "RESTRICTED  
14 MATERIAL," the party must additionally believe in good faith that the RECORDS  
15 must be protected from disclosure to the parties themselves in this litigation and  
16 must be subject to the restricted disclosure provided for below. CONFIDENTIAL  
17 MATERIAL and RESTRICTED MATERIAL shall be used solely for the purpose  
18 of conducting this litigation and not for any other purpose.

19 3. RECORDS designated as CONFIDENTIAL MATERIAL may be  
20 disclosed only to the following persons:

21 a. the attorneys working on this action on behalf of any party, including  
22 in-house attorneys;

23 b. any paralegal assistants, stenographic and clerical employees working  
24 under the direct supervision of such counsel;

25 c. any parties to this action who are individuals, and the employees,  
26 directors or officers of parties to this action who are corporations or partnerships, to  
27 the extent necessary to further the interest of the parties in this litigation;

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1 d. any person not employed by a party who is expressly retained or  
2 sought to be retained by any attorney described in paragraph 3(a) to assist in  
3 preparation of this action for trial, with disclosure only to the extent necessary to  
4 perform such work;

5 e. any witnesses who appear for deposition or trial in this matter, during  
6 the course of their testimony, upon the witness being advised of the need and  
7 agreeing to keep the RECORDS confidential; and

8 f. the Court.

9 4. RECORDS designated as "RESTRICTED MATERIAL" may be  
10 disclosed only to the following persons:

11 a. the attorneys working on this action on behalf of any party, including  
12 in-house attorneys;

13 b. any paralegal assistants, stenographic and clerical employees working  
14 under the direct supervision of such counsel, with disclosure only to the extent  
15 necessary to perform their work in connection with this matter;

16 c. any person not employed by a party who is expressly retained or  
17 sought to be retained by any attorney described in paragraph 4(a) to assist in  
18 preparation of this action for trial, with disclosure only to the extent necessary to  
19 perform such work;

20 d. any witnesses who appear for deposition or trial in this matter, during  
21 the course of their testimony, upon the witness being advised of the need and  
22 agreeing to keep the RECORDS confidential; and

23 e. the Court.

24 5. The persons described in paragraphs 3(d) and 4(c) shall have access to  
25 the CONFIDENTIAL MATERIAL or RESTRICTED MATERIAL once they have  
26 been made aware of the provisions of this Order and have manifested their assent to  
27 be bound thereby by signing a copy of the annexed "ACKNOWLEDGMENT." A  
28 list shall be prepared by counsel for the parties hereto of the names of all such

1 persons to whom CONFIDENTIAL MATERIAL or RESTRICTED MATERIAL is  
2 disclosed, or to whom the information contained therein is disclosed, and such list  
3 shall be available for inspection by the Court and opposing counsel upon request.  
4 The other persons described in paragraphs 3 and 4 shall have access to the  
5 CONFIDENTIAL MATERIAL and RESTRICTED MATERIAL pursuant to the  
6 terms of this Order without signing a copy of the annexed  
7 "ACKNOWLEDGEMENT." Similar but separate lists shall also be prepared with  
8 respect to CONFIDENTIAL MATERIAL or RESTRICTED MATERIAL provided  
9 by third parties. At the time of the termination of this lawsuit by settlement,  
10 judgment or otherwise, the parties hereto shall provide other counsel with a copy of  
11 the pertinent aforementioned lists upon request. The persons receiving  
12 CONFIDENTIAL MATERIAL or RESTRICTED MATERIAL are enjoined from  
13 disclosing it to any other person, except in conformance with this Order. This  
14 Stipulation will not require the disclosure of experts other than by Local Rule,  
15 Federal Rule of Civil Procedure, and/or Court Order.

16 7. Each individual who receives any CONFIDENTIAL MATERIAL or  
17 RESTRICTED MATERIAL hereby agrees to subject himself/herself to the  
18 jurisdiction of this Court for the purpose of any proceedings relating to the  
19 performance under, compliance with or violation of this Order.

20 8. The recipient of any CONFIDENTIAL MATERIAL or RESTRICTED  
21 MATERIAL that is provided under this Order shall maintain such RECORDS in a  
22 secure and safe area and shall exercise the same standard of due and proper care  
23 with respect to the storage, custody, use and/or dissemination of such RECORDS as  
24 is exercised by the recipient with respect to its own proprietary information.

25 9. Parties shall designate CONFIDENTIAL MATERIAL or  
26 RESTRICTED MATERIAL as follows:

27 a. In the case of RECORDS produced pursuant to Rules 26 and 34  
28 of the Federal Rules of Civil Procedure, interrogatory answers, responses to

1 requests for admissions, and the information contained therein, designation shall be  
2 made by placing the following legend on any such RECORD prior to production:  
3 "CONFIDENTIAL MATERIAL" or "RESTRICTED MATERIAL." In the event  
4 that a party inadvertently fails to stamp or otherwise designate a RECORD as  
5 CONFIDENTIAL MATERIAL or RESTRICTED MATERIAL at the time of its  
6 production, that party shall have five (5) business days after discovery of such error  
7 to so stamp or otherwise designate the RECORD.

8                   b. In the case of depositions, designation of the portion of  
9 the transcript (including exhibits) which contains CONFIDENTIAL MATERIAL  
10 or RESTRICTED MATERIAL shall be made by a statement to such effect on the  
11 record in the course of the deposition or, upon review of such transcript by counsel  
12 for the party to whose CONFIDENTIAL MATERIAL or RESTRICTED  
13 MATERIAL the deponent has had access, said counsel shall designate within  
14 fourteen (14) days after counsel's receipt of the transcript.

15                   c. Transcripts of depositions will not be filed with the Court  
16 unless it is necessary to do so for purposes of trial, motions for summary judgment,  
17 or other matters. If a deposition transcript is filed and if it contains  
18 CONFIDENTIAL MATERIAL or RESTRICTED MATERIAL, the transcript shall  
19 bear the appropriate legend on the caption page and shall be filed under seal.

20           10. A party shall not be obligated to challenge the propriety of a  
21 CONFIDENTIAL MATERIAL or RESTRICTED MATERIAL designation at the  
22 time made, and failure to do so shall not preclude a subsequent challenge thereto.  
23 In the event that any party to this litigation disagrees at any stage of these  
24 proceedings with such designation, such party shall provide to the producing party  
25 written notice of its disagreement with the designation. The parties shall first try to  
26 dispose of such dispute in good faith on an informal basis. If the dispute cannot be  
27 resolved, the party challenging the designation may request appropriate relief from  
28 the Court, but in any event, such relief from the Court shall not be requested before

1 ten (10) days after the producing party is served with the required notice. The  
2 burden of proving that RECORDS have been properly designated as  
3 CONFIDENTIAL MATERIAL or RESTRICTED MATERIAL shall be on the  
4 party making such designation.

5 11. The Clerk of the Court is directed to maintain under seal all  
6 RECORDS and all transcripts of deposition testimony filed with this Court in this  
7 litigation by any party which are, in whole or in part, designated as  
8 CONFIDENTIAL MATERIAL or RESTRICTED MATERIAL, including all  
9 pleadings, deposition transcripts, exhibits, discovery responses or memoranda  
10 purporting to reproduce or paraphrase such RECORDS. The person filing such  
11 RECORDS shall designate to the Clerk that all or a designated portion thereof is  
12 subject to this Order and is to be kept under seal, except that upon the default of the  
13 filing party to so designate, any party may do so.

14 12. In the event that any CONFIDENTIAL MATERIAL or  
15 RESTRICTED MATERIAL is used in any court proceedings in connection with  
16 this litigation, it shall not lose its CONFIDENTIAL MATERIAL or RESTRICTED  
17 MATERIAL status through such use, and the parties shall take all steps reasonably  
18 required to protect its confidentiality during such use.

19 13. Nothing in this order shall preclude any party to the lawsuit, their  
20 attorneys or any other person from disclosing or using, in any manner or for any  
21 purpose, any RECORDS not obtained in this lawsuit, if such RECORDS are  
22 lawfully obtained from a third party, even though the same RECORDS may have  
23 been produced in discovery in this lawsuit and designated as CONFIDENTIAL  
24 MATERIAL or RESTRICTED MATERIAL.

25 14. Nothing in this order shall preclude any party to the lawsuit or their  
26 attorneys (a) from showing RECORDS designated as CONFIDENTIAL  
27 MATERIAL or RESTRICTED MATERIAL to an individual who either prepared  
28 or reviewed the RECORDS prior to the filing of this action, or (b) from disclosing

1 or using, in any manner or for any purpose, RECORDS from the party's own files  
2 which the party itself has designated as CONFIDENTIAL MATERIAL or  
3 RESTRICTED MATERIAL.

4 15. Within sixty (60) days of the termination of litigation between the  
5 parties, all CONFIDENTIAL MATERIAL and RESTRICTED MATERIAL, and  
6 all copies thereof, except such copies which have been filed with the Court, utilized  
7 in accordance with this Order, or which are and will continue to be maintained in a  
8 secure place pursuant to the continuing obligations of this Order, shall be returned  
9 to the party which produced it or shall be destroyed.

10 16. Except as specifically provided herein, the terms, conditions and  
11 limitations of this Order shall survive the termination of this action at the option of  
12 the designating party.

13 17. This Order is without prejudice to the right of any party to seek relief  
14 from the Court, upon good cause shown, from any of the provisions contained in  
15 paragraphs 1 through 16, inclusive hereof.

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Approved as to form and content:

Dated: May 26, 2010

KRING & CHUNG

By   
Alyssa Morrison  
Attorneys for Plaintiff  
IMAGECLICK CORPORATION

Dated: May \_\_, 2010

PERKINS COIE LLP

By \_\_\_\_\_  
Charles C. Sipos  
Attorneys for Defendant ASSI SUPER,  
INC.

Dated: May \_\_, 2010

By \_\_\_\_\_  
On behalf of Defendant KYE WON  
MOON

IT IS SO ORDERED:

Dated: \_\_\_\_\_, 2010

\_\_\_\_\_  
United States District Court Judge



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**Approved as to form and content:**

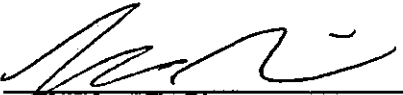
Dated: May \_\_, 2010

KRING & CHUNG

By \_\_\_\_\_  
Alyssa Morrison  
Attorneys for Plaintiff  
IMAGECLICK CORPORATION

Dated: May 20, 2010

PERKINS COIE LLP

By  \_\_\_\_\_  
Charles C. Sipos  
Attorneys for Defendant ASSI SUPER,  
INC.

Dated: May \_\_, 2010

By \_\_\_\_\_  
On behalf of Defendant KYE WON  
MOON

IT IS SO ORDERED:

Dated: \_\_\_\_\_, 2010

\_\_\_\_\_  
United States District Court Judge

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Approved as to form and content:

Dated: May 26, 2010

KRING & CHUNG

By *Alyssa Morrison*  
Alyssa Morrison  
Attorneys for Plaintiff  
IMAGECLICK CORPORATION

Dated: May     , 2010

PERKINS COIE LLP

By *Charles C. Sipos*  
Charles C. Sipos  
Attorneys for Defendant ASSI SUPER,  
INC.

Dated: ~~May~~ <sup>June</sup> 7, 2010

By *John Song*  
*John Song*  
On behalf of Defendant KYE WON  
MOON

IT IS SO ORDERED:

Dated: *6/16*, 2010

*Patrick J. Walsh*  
United States District Court Judge

ACKNOWLEDGEMENT

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The undersigned hereby acknowledges that he/she has read the PROTECTIVE ORDER which was entered by the Court on \_\_\_\_\_, 2010, in ImageClick, Inc. v. Assi Super, Inc., et al., No. No. CV 09-07113 SVW (PJWx), that he/she is one of the persons contemplated in paragraph 3 and 4 thereof as authorized to receive disclosure of RECORDS designated CONFIDENTIAL MATERIAL or RESTRICTED MATERIAL by any of the parties or by third parties, and that he/she fully understand and agrees to abide by the obligations and conditions of the Protective Order. The undersigned further consents to be subject to the jurisdiction of the United States District Court for the Central District of California for purposes of any proceedings relating to performance under, compliance with or violation of the above-described Order.

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Dated: \_\_\_\_\_, 201\_\_