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19 UNITED STATES DISTRICT COURT  
 20 CENTRAL DISTRICT OF CALIFORNIA

21 UNIHAN CORPORATION,	)	Case No.: CV 09-07921 MMM (RCx)
22 incorporated under the laws of the	)	
23 Republic of China (Taiwan),	)	
24	)	STIPULATED PROTECTIVE
25 Plaintiff,	)	ORDER
26 v.	)	
27	)	Action Filed: October 29, 2009
28 MAX GROUP CORPORATION, a	)	Discovery Cut-Off: January 21, 2011
California corporation,	)	Motion Cut-Off: April 4, 2011
29	)	Trial Date: May 31, 2011
30 Defendant.	)	
31	)	
32	)	
33 MAX GROUP CORPORATION, a	)	
34 California corporation,	)	
35	)	
36 Counterclaimant,	)	
37	)	



1           3. All documents or information furnished by a party which it contends  
2 is confidential, privileged, proprietary, technical and/or trade secret information  
3 shall be designated “CONFIDENTIAL” and/or “ATTORNEYS AND  
4 CONSULTANTS ONLY” under this Protective Order. The labeling of a document  
5 shall be placed on the document in a manner that will not interfere with its  
6 legibility. Labeling the document as “CONFIDENTIAL” and/or “ATTORNEYS  
7 AND CONSULTANTS ONLY” on the first page will be sufficient to include all  
8 pages of the document within the Protective Order.  
9

10           4. Subject to the limitations set forth in this Protective Order, Designated  
11 Materials may be marked “CONFIDENTIAL” for the purposes of avoiding  
12 disclosure of information the Designating Party in good faith believes is  
13 confidential, significantly sensitive, which the Designating Party would not  
14 normally reveal to third parties except in confidence, or has undertaken with others  
15 to maintain in confidence, and/or which is protected by the right to privacy  
16 guaranteed by the Federal Constitution, or any applicable State law or Constitution.  
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18           5. Subject to the limitations set forth in this Protective Order, a  
19 designation of “ATTORNEYS AND CONSULTANTS ONLY” means information,  
20 whether or not embodied in any physical medium, which the Designating Party  
21 believes in good faith has significant competitive value and which, if disclosed to  
22 the requesting party or third parties, could cause competitive harm to the  
23 Designating Party. Such information must not be generally known to third parties  
24 or the public and is limited to information that the Designating Party would not  
25 normally reveal to third parties except in confidence, or has undertaken with others  
26 to maintain in confidence. Information may also be designated “ATTORNEYS  
27 AND CONSULTANTS ONLY” if the Designating Party believes in good faith that  
28 the information is significantly sensitive and is protected by the right to privacy  
guaranteed by the laws of the federal Constitution or any applicable State law or  
Constitution.

1           6. With respect to deposition testimony, the designation of  
2 “CONFIDENTIAL” and/or “ATTORNEYS AND CONSULTANTS ONLY”,  
3 subject to the Protective Order, may be made on the record at the time of the  
4 deposition at which time the testimony shall be subject to the full protection of this  
5 Protective Order. In the case of testimony not so designated during the course of a  
6 deposition, counsel may, within ten (10) days of receipt of the transcript of the  
7 deposition, notify the parties that the deposition testimony contains Designated  
8 Material, in which case the testimony shall be subject to the full protections of the  
9 Protective Order. Until the expiration of the aforementioned ten day period, all  
10 deposition transcripts and the information contained therein shall be deemed  
11 “CONFIDENTIAL” and/or “ATTORNEYS AND CONSULTANTS ONLY”  
12 subject to the Protective Order.  
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14           7. Materials designated CONFIDENTIAL may be disclosed only to the  
15 following:  
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17           (a) Persons who appear on the face of Designated Materials marked  
18 “CONFIDENTIAL” as an author, addressee, or recipient thereof and any Outside  
19 Counsel of such author, addressee or recipient that has become counsel of record in  
20 the Action or has agreed to the terms of this Protective Order and to be subject to the  
21 jurisdiction of the Court in the Action for the purposes of enforcing the rights and  
22 obligations contained in, and remedies arising, from this Protective Order. Any such  
23 review of materials designated CONFIDENTIAL pursuant to this Protective Order  
24 must be in the presence of and under the supervision of Outside Counsel and all  
25 originals and any copies shall remain exclusively in the possession of Outside  
26 Counsel. Further, any written notes, compilations or reviews of materials designated  
27 CONFIDENTIAL made by persons failing under this subsection shall remain in the  
28 possession of Outside Counsel;

          (b) “Outside Counsel” (which means and is defined as counsel of  
record, including the partners, associates, agents (including stenographic,

1 videographic and support personnel) and employees of counsel of record, except for  
2 agents who have been retained or employed by Outside Counsel as Outside  
3 Consultants to assist in the preparation of this Action) for the parties to this action to  
4 the extent reasonably necessary to render professional services in this Action.  
5 Unless otherwise expressly provided through stipulation or order, Outside Counsel  
6 shall include only the law firms of Kooreny & Teitelbaum LLP on behalf of Max  
7 Group Corporation and Structure Law Group LLP on behalf of Unihan Corporation.  
8 Upon the filing of a document associating or substituting counsel as counsel of  
9 record for a party in this Action, such counsel shall also qualify as Outside Counsel  
10 under this subsection, provided that any counsel that has withdrawn as counsel of  
11 record for any party confirms in writing to all other counsel of record that it is no  
12 longer in possession of any Designated Material, with the exception of pleadings,  
13 attorney and consultant work product, deposition transcripts and exhibits containing  
14 Designated Material, as well as one copy of each item of Designated Material for  
15 archival purposes, and provided that the new counsel of record stipulates to be  
16 bound by the terms and obligations of this Protective Order;

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19 (c) “Outside Consultants” including non-party experts and  
20 consultants retained or employed by Outside Counsel to assist in the preparation of,  
21 and/or to provide testimony in the case, to the extent reasonably necessary to render  
22 professional services in this Action;

23 (d) The parties to this action and their officers, directors and/or  
24 employees of the Parties to this Protective Order not to exceed 5 in number, on a  
25 reasonably necessary basis, provided that no Party or any representative thereof may  
26 receive any Designated Material without having first executed a certification in the  
27 form of Exhibit A hereto (“Party Designee”). In the event that any Party Designee  
28 ceases to be an officer, director and/or employee of that party, the party shall be  
responsible for ensuring that the Party Designee does not retain any  
CONFIDENTIAL materials;

1 (e) Designated Material marked “CONFIDENTIAL” may also be  
2 shown to witnesses at deposition or trial, and to the Court and Court personnel; and

3 (f) Vendors with whom Outside Counsel of record for the parties to  
4 this Action have contracted for clerical functions, such as copying of documents or  
5 preparation of exhibits.

6 (g) The Court, Magistrate Judge and court personnel.

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8 8. Except as authorized in this Section, materials Designated  
9 “ATTORNEYS AND CONSULTANTS ONLY” may not be disclosed to the parties  
10 to this Action, to in-house counsel, if any, or to the officers, directors, or employees  
11 of the parties hereto. Materials marked ATTORNEYS AND CONSULTANTS  
12 ONLY- may only be reviewed by or disclosed to:

13 (a) Persons who appear on the face of Designated Materials  
14 marked ATTORNEYS AND CONSULTANTS ONLY as an author, addressee, or  
15 recipient thereof, and any Outside Counsel of such author, addressee or recipient  
16 that has become counsel of record in the Action or has agreed to the terms of this  
17 Protective Order and to be subject to the jurisdiction of the Court in the Action for  
18 the purposes of enforcing the rights and obligations contained in, and remedies  
19 arising, from this Protective Order. Any such review of materials designated  
20 ATTORNEYS AND CONSULTANTS ONLY pursuant to this Protective Order  
21 must be in the presence of or under the supervision of Outside Counsel and all  
22 originals and any copies shall remain exclusively in the possession of Outside  
23 Counsel. Further, any written notes, compilations or reviews of materials  
24 designated ATTORNEYS AND CONSULTANTS ONLY made by persons falling  
25 under this subsection shall remain in the possession of Outside Counsel;

26 (b) Outside Counsel for the parties to this Action and in-house  
27 Counsel of a party who has no involvement in competitive decision-making [*see*  
28 *Brown Bag Software v. Symantec Corp.* 960 F.2d 1465], to whom disclosure is  
reasonably necessary for this litigation, and who has signed the “Agreement to Be

1 Bound by Protective Order” (Exhibit A). Access by In-House Counsel to materials  
2 designated ATTORNEYS AND CONSULTANTS ONLY must be limited to the  
3 offices of Outside Counsel, and such counsel may not take notes or copies of such  
4 Designated Materials;

5 (c) Outside Consultants to the extent reasonably necessary to  
6 render professional services in this Action;

7 (d) Designated Material marked “ATTORNEYS AND  
8 CONSULTANTS ONLY” may also be shown to witnesses at deposition and trial,  
9 and the Court and Court personnel; and

10 (e) Vendors with whom Outside Counsel of record for the parties  
11 to this Action have contracted for clerical functions, such as copying of documents  
12 or preparation of exhibits.

13 (f) The Court, Magistrate Judge and court personnel.

14 9. Each Outside Consultant to whom any Designated Material may be  
15 disclosed pursuant to the provisions in this Protective Order, shall, prior to the time  
16 such Designated Material is disclosed to him or her, be provided with a copy of  
17 this Protective Order and shall certify under penalty of perjury that he or she has  
18 carefully read the Protective Order and fully understands its terms and agrees to be  
19 bound thereby. This certification shall be in the form attached as Exhibit A hereto.  
20 Outside Counsel who makes any disclosure of Designated Materials shall retain  
21 each original executed certification, promptly provide a copy to counsel who has  
22 retained him/her and, upon written request, shall circulate copies to all Outside  
23 Counsel at the termination of this Action.

24 10. Designated Materials may not be shown or revealed to persons other  
25 than those described in Paragraphs 8 and 9, and subparagraphs thereto, above until  
26 (i) the undersigned attorneys have advised such persons that the Designated  
27 Material and information are confidential and are subject to the Protective Order  
28

1 and (ii) such persons have agreed in writing to be bound by the terms of the  
2 Protective Order.

3 11. Notwithstanding the above, Designated Materials may not be shared  
4 with any competitors or others who would exploit it for their own economic gain.

5 12. Pursuant to Local Rule 79-5, in the event that counsel for any party  
6 determines to file with or submit to this Court any Designated Material designated  
7 “produced under Protective Order” or information derived therefrom (by way of  
8 pleadings, motions, briefs or other papers containing or making reference to such  
9 material or information), such documents shall not be filed under seal without prior  
10 approval from the Court. Where approval is required, a written application and a  
11 proposed order shall be presented to the judge along with the document submitted  
12 for filing under seal. The proposed order shall address both the sealing of the  
13 application and order itself, if appropriate. The original and judge’s copy of the  
14 document shall be sealed in separate envelopes with a copy of the title page  
15 attached to the front of each envelope. Conformed copies need not be placed in  
16 sealed envelopes. Where under-seal filings are authorized by statute or rule, the  
17 authority therefor shall appear on the title page of the proposed filing. Applications  
18 and Orders to Seal, along with the material to be placed under seal, shall not be  
19 electronically filed but shall be filed manually in the manner prescribed by Local  
20 Rule 79-5. A Notice of Manual Filing shall also be electronically filed identifying  
21 materials being manually filed.

22 13. The parties reserve their right to challenge the propriety of the  
23 designation of a given document as “CONFIDENTIAL” and/or “ATTORNEYS  
24 AND CONSULTANTS ONLY”. If any party elects to challenge in good faith the  
25 designation of confidentiality of any document or information pursuant to and as  
26 contemplated by the Protective Order, the parties shall notify the producing party  
27 of its challenge and the rationale supporting that challenge in writing. Pursuant to  
28 Local Rule 37-1, within ten (10) days of the receipt of such written notice, during



1 which time the parties shall meet and confer in good faith to resolve the dispute,  
2 producing party must either voluntarily remove the “CONFIDENTIAL” and/or  
3 “ATTORNEYS AND CONSULTANTS ONLY” designation, or advise the  
4 challenging party that it will not remove the “CONFIDENTIAL” and/or  
5 “ATTORNEYS AND CONSULTANTS ONLY” designation. Pursuant to Local  
6 rule 37-2, if counsel are unable to settle their differences, they shall formulate a  
7 written stipulation. The stipulation shall be filed and served with the notice of  
8 motion. All documents, testimony or other materials designated by a producing  
9 party as “CONFIDENTIAL” and/or “ATTORNEYS AND CONSULTANTS  
10 ONLY” shall retain their confidential status until such time as this Court enters an  
11 order otherwise. The parties shall comply with Local Rules 37-1 and 37-2 when  
12 attempting to resolve any disputes over the designation of a given document as  
13 “CONFIDENTIAL” and/or “ATTORNEYS AND CONSULTANTS ONLY”.

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15 14. Any privilege which would otherwise be applicable to the Designated  
16 Material being produced is not waived by the production of such material, and all  
17 parties are free to object to the admissibility of such Designated Material at trial on  
18 the grounds of any such privilege. Furthermore, this production will not bar the  
19 assertion of any such privilege at a later date with respect to similar or related  
20 materials. Further, neither this Order nor the designation of any item as  
21 confidential shall be construed as an admission that such material, or any testimony  
22 with respect to such material in a deposition or otherwise, would be admissible as  
23 evidence in this litigation or in any other proceeding.

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25  
26 15. Nothing in this Protective Order shall limit any designating party’s use  
27 of its own documents and information, nor shall it prevent the Designating Party  
28 from disclosing its own confidential information or documents to any person.  
Such disclosure shall not affect any designations made pursuant to the terms of this  
Protective Order, so long as the disclosure is made in a manner that is reasonably  
calculated to maintain the confidentiality of the information.

1           16. If any person required to produce documents inadvertently produces  
2 any Designated Material without marking it with the appropriate legend, the  
3 producing party may give written notice to the receiving party or parties, including  
4 appropriately stamped copies of the Designated Material, that the document, thing,  
5 or response is deemed Designated Material and should be treated as such in  
6 accordance with the provisions of this Protective Order.  
7

8           17. If any party receives information, materials and/or discovery  
9 responses, which it reasonably believes was inadvertently produced without legend,  
10 it shall promptly advise the producing party by facsimile and U.S. Mail. The  
11 producing party shall have ten [10] calendar days in which to legend said  
12 information, materials and/or discovery responses. During this ten [10] day period,  
13 counsel for the receiving party shall treat said information, materials and/or  
14 discovery responses as if designated ATTORNEYS AND CONSULTANTS  
15 ONLY.  
16

17           18. The restrictions as to use or dissemination of information or materials,  
18 set forth in any of the preceding paragraphs, shall not apply as to:

19               (a) Any information which at the time of the designation under this  
20 Protective Order is available to the public;

21               (b) Any information which after designation under this Protective  
22 Order becomes available to the public through no act, or failure to act, attributable  
23 to the receiving party or its counsel;

24               (c) Any information which the receiving party, its counsel, or any  
25 recipient of designated material under this Protective Order can show as a matter of  
26 written record was already known to the receiving party through means other than  
27 any violation of law.  
28

          19. Inadvertent production of materials without the appropriate designation  
shall not, by itself, be deemed a waiver in whole or in part of the producing party's  
claim of confidentiality or secrecy, either to the specific information disclosed or as

1 to any other information relating thereto or on the same or related subject matter.  
2 However, failure to take prompt or appropriate action to rectify any inadvertent  
3 production within a reasonable time after materials are produced without  
4 designation may, in appropriate circumstances, result in a loss of confidentiality or  
5 secrecy.

6  
7 20. If a third party is required, by subpoena or court order, to provide  
8 documents or information that it considers “CONFIDENTIAL” and/or  
9 “ATTORNEYS AND CONSULTANTS ONLY”, the third party may request to  
10 receive the protections provided by this Protective Order, either by giving notice to  
11 all parties in writing of its intent to seek such protection or by designating and  
12 marking documents and information it produces in a manner required by this  
13 Protective Order. Designated third-party documents and information shall be given  
14 the same protection under this Order as documents and information produced by the  
15 parties.

16  
17 21. Within ninety (90) days of the conclusion of the litigation against all  
18 parties, the parties shall return all documents and materials produced to them or  
19 others pursuant to the terms of the Protective Order, and all copies, however  
20 maintained, shall be returned to counsel of record for the producing party.

21 22. Following termination of this litigation, the provisions of the  
22 Protective Order relating to the designation of protected documents and  
23 information shall continue to be binding, except with respect to documents or  
24 information which are no longer designated “CONFIDENTIAL” and/or  
25 “ATTORNEYS AND CONSULTANTS ONLY”.

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27 Approved and agreed to:  
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Dated: November 16, 2010

Structure Law Group LLP

By: /s/  
Mark R. Figueiredo

Attorneys for  
UNIHAN CORPORATION

Dated: November 16, 2010

Kooreny & Teitelbaum, LLP

By: /s/  
Eliot Teitelbaum

Attorneys for  
MAX GROUP CORPORATION

APPROVED AND SO ORDERED:

Dated: November 17, 2010

/S/ Rosalyn M. Chapman  
United States Magistrate Judge

1 **EXHIBIT A**

2  
3 **CERTIFICATION RE: MATERIAL COVERED BY PROTECTIVE**  
4 **ORDER**

5 I, the undersigned, hereby certify that I have read the Protective Order  
6 entered in the United States District Court, Central District of California, in the  
7 case entitled *Unihan Corporation v. Max Group Corporation*; No. 09-07921  
8 MMM (RCx).  
9

10 I understand the terms of the Protective Order. I agree to be bound by such  
11 terms and to submit to the personal jurisdiction of the United States District Court,  
12 Central District of California with respect to any proceeding related to the  
13 enforcement of this Protective Order, including any proceedings related to  
14 contempt of Court. I will not disclose Designated Materials to anyone other than  
15 persons specially authorized by the Protective Order, and I agree to return all such  
16 materials that come into my possession to counsel from whom I received such  
17 materials.  
18

19 I declare under penalty of perjury that the foregoing is true and correct.

20  
21 Name of Individual:

22 Company or Firm:

23 Address:

24 Telephone No.:

25 Relationship to this Action and parties:

26 Date:

27 Signature:  
28

1 **EXHIBIT B**

2  
3 **CERTIFICATION OF CONSULTANT**

4  
5 I, the undersigned, hereby certify that I have read the Protective Order  
6 entered in the United States District Court, Central District of California, in the case  
7 entitled *Unihan Corporation v. Max Group Corporation*; No. 09-07921.  
8

9 I certify that I am not employed by or affiliated with a competitor of any  
10 person or entity currently a party (as of the time of the execution of this  
11 Certification) to this Action. If at any time after I execute this Consultant  
12 Certification and during the pendency of this Action I become engaged in business  
13 as a competitor of any person or entity currently a party to this Action, I will  
14 promptly inform the counsel for the party who retained me in this Action, and I  
15 will not thereafter review any Designated Materials unless and until the Court in  
16 this Action orders otherwise.  
17

18 I declare under penalty of perjury that the foregoing is true and correct.

19  
20 Name of Individual:

21 Company or Firm:

22 Address:

23 Telephone No.:

24 Date:

25 Signature:  
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