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12 **UNITED STATES DISTRICT COURT**  
 13 **CENTRAL DISTRICT OF CALIFORNIA**  
 14

15 BEATS ELECTRONICS, LLC and  
 16 ANDRE YOUNG p/k/a DR. DRE,

17 Plaintiffs,

18 v.

19 STEVEN LAMAR; ROAM, LLC;  
 ROAM, INC; and DOES 1-10,  
 20 inclusive,

21 Defendants.  
 22

Case No. 2:14-cv-07537-FMO (MRWx)

Hon. Fernando M. Olguin

**STIPULATED PROTECTIVE ORDER  
 REGARDING THE DISCLOSURE  
 AND USE OF DISCOVERY  
 MATERIALS**

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 Compl. Filed: September 26, 2014  
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1        1.     INTRODUCTION

2            1.1    Purposes and Limitations

3            Disclosure and discovery activity in this action are likely to involve  
4 production of confidential, proprietary, or private information for which special  
5 protection from public disclosure and from use for any purpose other than  
6 prosecuting this litigation may be warranted. Accordingly, the parties hereby  
7 stipulate to and petition the court to enter the following Stipulated Protective Order.  
8 The parties acknowledge that this Order does not confer blanket protections on all  
9 disclosures or responses to discovery and that the protection it affords from public  
10 disclosure and use extends only to the limited information or items that are entitled  
11 to confidential treatment under the applicable legal principles. The parties further  
12 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective  
13 Order does not entitle them to file confidential information under seal; Civil Local  
14 Rule 79-5 sets forth the procedures that must be followed and the standards that  
15 will be applied when a party seeks permission from the court to file material under  
16 seal.

17           1.2    Good Cause Statement

18           This action is a dispute between competitors in the consumer electronics  
19 industry. As such, is likely to involve sensitive and valuable development,  
20 commercial, financial, technical and/or proprietary information for which special  
21 protection from public disclosure and from use for any purpose other than  
22 prosecution of this action is warranted. Such confidential and proprietary materials  
23 and information consist of, among other things, confidential business or financial  
24 information, information regarding confidential business practices, or other  
25 confidential research, development, or commercial information (including  
26 information implicating privacy rights of third parties), information otherwise  
27 generally unavailable to the public, or which may be privileged or otherwise  
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1 protected from disclosure under state or federal statutes, court rules, case decisions,  
2 or common law. Accordingly, to expedite the flow of information, to facilitate the  
3 prompt resolution of disputes over confidentiality of discovery materials, to  
4 adequately protect information the parties are entitled to keep confidential, to  
5 ensure that the parties are permitted reasonable necessary uses of such material in  
6 preparation for and in the conduct of trial, to address their handling at the end of the  
7 litigation, and serve the ends of justice, a protective order for such information is  
8 justified in this matter. It is the intent of the parties that information will not be  
9 designated as confidential for tactical reasons and that nothing be so designated  
10 without a good faith belief that it has been maintained in a confidential, non-public  
11 manner, and there is good cause why it should not be part of the public record of  
12 this case.

13 This Stipulated Protective Order is based on, and virtually identical to, the  
14 United States District Court for the Northern District of California's Model  
15 Protective Order for Litigation Involving Patents, Highly Sensitive Confidential  
16 Information and/or Trade Secrets (updated August 20, 2014), available at  
17 [http://www.cand.uscourts.gov/filelibrary/776/ND\\_Cal\\_Patent\\_Highly\\_Sensitive\\_M](http://www.cand.uscourts.gov/filelibrary/776/ND_Cal_Patent_Highly_Sensitive_Model_Prot_Ord_Revised.docx)  
18 [odel\\_Prot\\_Ord\\_Revised.docx](http://www.cand.uscourts.gov/filelibrary/776/ND_Cal_Patent_Highly_Sensitive_Model_Prot_Ord_Revised.docx). The parties respectfully submit that discovery in this  
19 action is likely to involve highly sensitive and proprietary information warranting  
20 enhanced protection. The Northern District's model order includes a separate  
21 designation, and corresponding protections, for such "Highly Confidential"  
22 information. Accordingly, the parties have adopted the Northern District's model  
23 order (with minimal modifications), in lieu of the Court's Form Stipulated  
24 Protective Order (as modified October 2014), which does not include provisions for  
25 "Highly Confidential" information. The parties have, however, adopted the Court's  
26 model provisions for "Challenging Confidentiality Designations" in accordance  
27 with Local Rule 37.1 et seq.

1     2.     DEFINITIONS

2           2.1    Challenging Party: a Party or Non-Party that challenges the  
3 designation of information or items under this Order.

4           2.2    “CONFIDENTIAL” Information or Items: information (regardless of  
5 how it is generated, stored or maintained) or tangible things that qualify for  
6 protection under Federal Rule of Civil Procedure 26(c).

7           2.3    Counsel (without qualifier): Outside Counsel of Record and House  
8 Counsel (as well as their support staff).

9           2.4    Designating Party: a Party or Non-Party that designates information or  
10 items that it produces in disclosures or in responses to discovery as  
11 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
12 ONLY.”

13          2.5    Disclosure or Discovery Material: all items or information, regardless  
14 of the medium or manner in which it is generated, stored, or maintained (including,  
15 among other things, testimony, transcripts, and tangible things), that are produced  
16 or generated in disclosures or responses to discovery in this matter.

17          2.6    Expert: a person with specialized knowledge or experience in a matter  
18 pertinent to the litigation who (1) has been retained by a Party or its counsel to  
19 serve as an expert witness or as a consultant in this action, (2) is not a past or  
20 current employee of a Party or of a Party’s competitor, and (3) at the time of  
21 retention, is not anticipated to become an employee of a Party or of a Party’s  
22 competitor.

23          2.7    “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
24 Information or Items: extremely sensitive “Confidential Information or Items,”  
25 disclosure of which to another Party or Non-Party would create a substantial risk of  
26 serious harm that could not be avoided by less restrictive means.

27          2.8    House Counsel: attorneys who are employees of a party to this action.  
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1 House Counsel does not include Outside Counsel of Record or any other outside  
2 counsel.

3 2.9 Non-Party: any natural person, partnership, corporation, association, or  
4 other legal entity not named as a Party to this action.

5 2.10 Outside Counsel of Record: attorneys who are not employees of a  
6 party to this action but are retained to represent or advise a party to this action and  
7 have appeared in this action on behalf of that party or are affiliated with a law firm  
8 which has appeared on behalf of that party.

9 2.11 Party: any party to this action, including all of its officers, directors,  
10 employees, consultants, retained experts, and Outside Counsel of Record (and their  
11 support staffs).

12 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
13 Discovery Material in this action.

14 2.13 Professional Vendors: persons or entities that provide litigation  
15 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
16 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
17 and their employees and subcontractors.

18 2.14 Protected Material: any Disclosure or Discovery Material that is  
19 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –  
20 ATTORNEYS’ EYES ONLY.”

21 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
22 Material from a Producing Party.

### 23 3. SCOPE

24 The protections conferred by this Stipulation and Order cover not only  
25 Protected Material (as defined above), but also (1) any information copied or  
26 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
27 compilations of Protected Material; and (3) any testimony, conversations, or  
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1 presentations by Parties or their Counsel that might reveal Protected Material.  
2 However, the protections conferred by this Stipulation and Order do not cover the  
3 following information: (a) any information that is in the public domain at the time  
4 of disclosure to a Receiving Party or becomes part of the public domain after its  
5 disclosure to a Receiving Party as a result of publication not involving a violation  
6 of this Order, including becoming part of the public record through trial or  
7 otherwise; and (b) any information known to the Receiving Party prior to the  
8 disclosure or obtained by the Receiving Party after the disclosure from a source  
9 who obtained the information lawfully and under no obligation of confidentiality to  
10 the Designating Party. Any use of Protected Material at trial shall be governed by a  
11 separate agreement or order.

12 4. DURATION

13 Even after final disposition of this litigation, the confidentiality obligations  
14 imposed by this Order shall remain in effect until a Designating Party agrees  
15 otherwise in writing or a court order otherwise directs. Final disposition shall be  
16 deemed to be the later of (1) dismissal of all claims and defenses in this action, with  
17 or without prejudice; and (2) final judgment herein after the completion and  
18 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,  
19 including the time limits for filing any motions or applications for extension of time  
20 pursuant to applicable law.

21 5. DESIGNATING PROTECTED MATERIAL

22 5.1 Exercise of Restraint and Care in Designating Material for Protection.

23 Each Party or Non-Party that designates information or items for protection under  
24 this Order must take care to limit any such designation to specific material that  
25 qualifies under the appropriate standards. To the extent it is practical to do so, the  
26 Designating Party must designate for protection only those parts of material,  
27 documents, items, or oral or written communications that qualify – so that other  
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1 portions of the material, documents, items, or communications for which protection  
2 is not warranted are not swept unjustifiably within the ambit of this Order.

3 Mass, indiscriminate, or routinized designations are prohibited. Designations  
4 that are shown to be clearly unjustified or that have been made for an improper  
5 purpose (e.g., to unnecessarily encumber or retard the case development process or  
6 to impose unnecessary expenses and burdens on other parties) expose the  
7 Designating Party to sanctions.

8 If it comes to a Designating Party's attention that information or items that it  
9 designated for protection do not qualify for protection at all or do not qualify for the  
10 level of protection initially asserted, that Designating Party must promptly notify all  
11 other parties that it is withdrawing the mistaken designation.

12 5.2 Manner and Timing of Designations. Except as otherwise provided in  
13 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
14 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
15 under this Order must be clearly so designated before the material is disclosed or  
16 produced.

17 Designation in conformity with this Order requires:

18 (a) for information in documentary form (e.g., paper or electronic documents,  
19 but excluding transcripts of depositions or other pretrial or trial proceedings), that  
20 the Producing Party affix the legend "CONFIDENTIAL" or "HIGHLY  
21 CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each page that contains  
22 protected material. If only a portion or portions of the material on a page qualifies  
23 for protection, the Producing Party also must clearly identify the protected  
24 portion(s) (e.g., by making appropriate markings in the margins) and must specify,  
25 for each portion, the level of protection being asserted.

26 A Party or Non-Party that makes original documents or materials available  
27 for inspection need not designate them for protection until after the inspecting Party  
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1 has indicated which material it would like copied and produced. During the  
2 inspection and before the designation, all of the material made available for  
3 inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
4 ONLY.” After the inspecting Party has identified the documents it wants copied  
5 and produced, the Producing Party must determine which documents, or portions  
6 thereof, qualify for protection under this Order. Then, before producing the  
7 specified documents, the Producing Party must affix the appropriate legend  
8 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
9 ONLY”) to each page that contains Protected Material. If only a portion or portions  
10 of the material on a page qualifies for protection, the Producing Party also must  
11 clearly identify the protected portion(s) (e.g., by making appropriate markings in  
12 the margins) and must specify, for each portion, the level of protection being  
13 asserted.

14 (b) for testimony given in deposition or in other pretrial or trial proceedings,  
15 that the Designating Party identify on the record, before the close of the deposition,  
16 hearing, or other proceeding, all protected testimony and specify the level of  
17 protection being asserted. When it is impractical to identify separately each portion  
18 of testimony that is entitled to protection and it appears that substantial portions of  
19 the testimony may qualify for protection, the Designating Party may invoke on the  
20 record (before the deposition, hearing, or other proceeding is concluded) a right to  
21 have up to 21 days to identify the specific portions of the testimony as to which  
22 protection is sought and to specify the level of protection being asserted. Only those  
23 portions of the testimony that are appropriately designated for protection within the  
24 21 days shall be covered by the provisions of this Stipulated Protective Order.  
25 Alternatively, a Designating Party may specify, at the deposition or up to 21 days  
26 afterwards if that period is properly invoked, that the entire transcript shall be  
27 treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
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1 EYES ONLY.”

2 Parties shall give the other parties notice if they reasonably expect a  
3 deposition, hearing or other proceeding to include Protected Material so that the  
4 other parties can ensure that only authorized individuals who have signed the  
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those  
6 proceedings. The use of a document as an exhibit at a deposition shall not in any  
7 way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL  
8 – ATTORNEYS’ EYES ONLY.”

9 Transcripts containing Protected Material shall have an obvious legend on  
10 the title page that the transcript contains Protected Material, and the title page shall  
11 be followed by a list of all pages (including line numbers as appropriate) that have  
12 been designated as Protected Material and the level of protection being asserted by  
13 the Designating Party. The Designating Party shall inform the court reporter of  
14 these requirements. Any transcript that is prepared before the expiration of a 21-day  
15 period for designation shall be treated during that period as if it had been designated  
16 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless  
17 otherwise agreed. After the expiration of that period, the transcript shall be treated  
18 only as actually designated.

19 (c) for information produced in some form other than documentary and for  
20 any other tangible items, that the Producing Party affix in a prominent place on the  
21 exterior of the container or containers in which the information or item is stored the  
22 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
23 EYES ONLY.” If only a portion or portions of the information or item warrant  
24 protection, the Producing Party, to the extent practicable, shall identify the  
25 protected portion(s) and specify the level of protection being asserted.

26 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
27 failure to designate qualified information or items does not, standing alone, waive  
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1 the Designating Party's right to secure protection under this Order for such  
2 material. Upon timely correction of a designation, the Receiving Party must make  
3 reasonable efforts to assure that the material is treated in accordance with the  
4 provisions of this Order.

5 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
7 designation of confidentiality at any time that is consistent with the Court's  
8 Scheduling Order.

9 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
10 resolution process (and, if necessary, file a discovery motion) under Local Rule  
11 37.1 et seq.

12 6.3 The burden of persuasion in any such challenge proceeding shall be on  
13 the Designating Party. Frivolous challenges, and those made for an improper  
14 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
15 parties) may expose the Challenging Party to sanctions. Unless the Designating  
16 Party has waived or withdrawn the confidentiality designation, all parties shall  
17 continue to afford the material in question the level of protection to which it is  
18 entitled under the Producing Party's designation until the Court rules on the  
19 challenge.

20 7. ACCESS TO AND USE OF PROTECTED MATERIAL

21 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
22 disclosed or produced by another Party or by a Non-Party in connection with this  
23 case only for prosecuting, defending, or attempting to settle this litigation. Such  
24 Protected Material may be disclosed only to the categories of persons and under the  
25 conditions described in this Order. When the litigation has been terminated, a  
26 Receiving Party must comply with the provisions of section 13 below (FINAL  
27 DISPOSITION).

1 Protected Material must be stored and maintained by a Receiving Party at a  
2 location and in a secure manner<sup>1</sup> that ensures that access is limited to the persons  
3 authorized under this Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
5 otherwise ordered by the court or permitted in writing by the Designating Party, a  
6 Receiving Party may disclose any information or item designated  
7 “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as  
9 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
10 disclose the information for this litigation and who have signed the  
11 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
12 A;

13 (b) the officers, directors, and employees (including House Counsel) of the  
14 Receiving Party to whom disclosure is reasonably necessary for this litigation and  
15 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (c) Experts (as defined in this Order) of the Receiving Party to whom  
17 disclosure is reasonably necessary for this litigation and who have signed the  
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (d) the court and its personnel;

20 (e) court reporters and their staff, professional jury or trial consultants, and  
21 Professional Vendors to whom disclosure is reasonably necessary for this litigation  
22 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
23 A);

24 (f) during their depositions, witnesses in the action to whom disclosure is  
25 reasonably necessary and who have signed the “Acknowledgment and Agreement

26 \_\_\_\_\_  
27 <sup>1</sup> It may be appropriate under certain circumstances to require the Receiving  
28 Party to store any electronic Protected Material in password-protected form.

1 to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or  
2 ordered by the court. Pages of transcribed deposition testimony or exhibits to  
3 depositions that reveal Protected Material must be separately bound by the court  
4 reporter and may not be disclosed to anyone except as permitted under this  
5 Stipulated Protective Order.

6 (g) the author or recipient of a document containing the information or a  
7 custodian or other person who otherwise possessed or knew the information.

8 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
9 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
10 writing by the Designating Party, a Receiving Party may disclose any information  
11 or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
12 only to:

13 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as  
14 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
15 disclose the information for this litigation and who have signed the  
16 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
17 A;

18 (c) Experts of the Receiving Party (1) to whom disclosure is reasonably  
19 necessary for this litigation, (2) who have signed the “Acknowledgment and  
20 Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth  
21 in paragraph 7.4(a)(2), below, have been followed;

22 (d) the court and its personnel;

23 (e) court reporters and their staff, professional jury or trial consultants, and  
24 Professional Vendors to whom disclosure is reasonably necessary for this litigation  
25 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
26 A); and

27 (f) the author or recipient of a document containing the information or a  
28

1 custodian or other person who otherwise possessed or knew the information.

2 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY  
3 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to  
4 Experts.

5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
6 EYES ONLY” information or items may be disclosed to an Expert without  
7 disclosure of the identity of the Expert as long as the Expert is not a current officer,  
8 director, or employee of a competitor of a Party or anticipated to become one.

9 (a) Unless otherwise ordered by the court or agreed to in writing by the  
10 Designating Party, a Party that seeks to disclose to an Expert (as defined in this  
11 Order) who is a current officer, director, or employee of a competitor of a Party or  
12 anticipated to become one any information or item that has been designated  
13 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to  
14 paragraph 7.3(c) first must make a written request to the Designating Party that (1)  
15 identifies the general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’  
16 EYES ONLY” information that the Receiving Party seeks permission to disclose to  
17 the Expert, (2) sets forth the full name of the Expert and the city and state of his or  
18 her primary residence, (3) attaches a copy of the Expert’s current resume,  
19 (4) identifies the Expert’s current employer(s), (5) identifies each person or entity  
20 from whom the Expert has received compensation or funding for work in his or her  
21 areas of expertise or to whom the expert has provided professional services,  
22 including in connection with a litigation, at any time during the preceding five  
23 years,<sup>2</sup> and (6) identifies (by name and number of the case, filing date, and location  
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25 <sup>2</sup> If the Expert believes any of this information is subject to a confidentiality  
26 obligation to a third-party, then the Expert should provide whatever information the  
27 Expert believes can be disclosed without violating any confidentiality agreements,  
28 and the Party seeking to disclose to the Expert shall be available to meet and confer  
with the Designating Party regarding any such engagement.

1 of court) any litigation in connection with which the Expert has offered expert  
2 testimony, including through a declaration, report, or testimony at a deposition or  
3 trial, during the preceding five years.<sup>3</sup>

4 (b) A Party that makes a request and provides the information specified in the  
5 preceding respective paragraphs may disclose the subject Protected Material to the  
6 identified Expert unless, within 14 days of delivering the request, the Party receives  
7 a written objection from the Designating Party. Any such objection must set forth in  
8 detail the grounds on which it is based.

9 (c) A Party that receives a timely written objection must meet and confer  
10 with the Designating Party (through direct voice to voice dialogue) to try to resolve  
11 the matter by agreement within seven days of the written objection. If no agreement  
12 is reached, the Party seeking to make the disclosure to the Expert may file a motion  
13 as provided in Civil Local Rule 37.1 et seq. (and in compliance with Civil Local  
14 Rule 79-5, if applicable) seeking permission from the court to do so. Any such  
15 motion must describe the circumstances with specificity, set forth in detail the  
16 reasons why the disclosure to the Expert is reasonably necessary, assess the risk of  
17 harm that the disclosure would entail, and suggest any additional means that could  
18 be used to reduce that risk. In addition, any such motion must be accompanied by a  
19 competent declaration describing the parties' efforts to resolve the matter by  
20 agreement (i.e., the extent and the content of the meet and confer discussions) and  
21 setting forth the reasons advanced by the Designating Party for its refusal to  
22 approve the disclosure.

23 In any such proceeding, the Party opposing disclosure to the Expert shall  
24 bear the burden of proving that the risk of harm that the disclosure would entail

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25 <sup>3</sup> It may be appropriate in certain circumstances to restrict the Expert from  
26 undertaking certain limited work prior to the termination of the litigation that could  
27 foreseeably result in an improper use of the Designating Party's "HIGHLY  
28 CONFIDENTIAL – ATTORNEYS' EYES ONLY" information.



1 (under the safeguards proposed) outweighs the Receiving Party’s need to disclose  
2 the Protected Material to its Expert.

3 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
4 IN OTHER LITIGATION

5 If a Party is served with a subpoena or a court order issued in other litigation  
6 that compels disclosure of any information or items designated in this action as  
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
8 ONLY” that Party must:

9 (a) promptly notify in writing the Designating Party. Such notification shall  
10 include a copy of the subpoena or court order;

11 (b) promptly notify in writing the party who caused the subpoena or order to  
12 issue in the other litigation that some or all of the material covered by the subpoena  
13 or order is subject to this Protective Order. Such notification shall include a copy of  
14 this Stipulated Protective Order; and

15 (c) cooperate with respect to all reasonable procedures sought to be pursued  
16 by the Designating Party whose Protected Material may be affected.<sup>4</sup>

17 If the Designating Party timely seeks a protective order, the Party served with  
18 the subpoena or court order shall not produce any information designated in this  
19 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
20 EYES ONLY” before a determination by the court from which the subpoena or  
21 order issued, unless the Party has obtained the Designating Party’s permission. The  
22 Designating Party shall bear the burden and expense of seeking protection in that  
23 court of its confidential material – and nothing in these provisions should be  
24 construed as authorizing or encouraging a Receiving Party in this action to disobey

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25 <sup>4</sup> The purpose of imposing these duties is to alert the interested parties to the  
26 existence of this Protective Order and to afford the Designating Party in this case an  
27 opportunity to try to protect its confidentiality interests in the court from which the  
28 subpoena or order issued.



1 a lawful directive from another court.

2 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
3 PRODUCED IN THIS LITIGATION

4 (a) The terms of this Order are applicable to information produced by a  
5 Non-Party in this action and designated as “CONFIDENTIAL” or “HIGHLY  
6 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by  
7 Non-Parties in connection with this litigation is protected by the remedies and relief  
8 provided by this Order. Nothing in these provisions should be construed as  
9 prohibiting a Non-Party from seeking additional protections.

10 (b) In the event that a Party is required, by a valid discovery request, to  
11 produce a Non-Party’s confidential information in its possession, and the Party is  
12 subject to an agreement with the Non-Party not to produce the Non-Party’s  
13 confidential information, then the Party shall:

14 1. promptly notify in writing the Requesting Party and the Non-  
15 Party that some or all of the information requested is subject to a confidentiality  
16 agreement with a Non-Party;

17 2. promptly provide the Non-Party with a copy of the Stipulated  
18 Protective Order in this litigation, the relevant discovery request(s), and a  
19 reasonably specific description of the information requested; and

20 3. make the information requested available for inspection by the  
21 Non-Party.

22 (c) If the Non-Party fails to object or seek a protective order from this  
23 court within 14 days of receiving the notice and accompanying information, the  
24 Receiving Party may produce the Non-Party’s confidential information responsive  
25 to the discovery request. If the Non-Party timely seeks a protective order, the  
26 Receiving Party shall not produce any information in its possession or control that  
27 is subject to the confidentiality agreement with the Non-Party before a  
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1 determination by the court.<sup>5</sup> Absent a court order to the contrary, the Non-Party  
2 shall bear the burden and expense of seeking protection in this court of its Protected  
3 Material.

4 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
6 Protected Material to any person or in any circumstance not authorized under this  
7 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
8 writing the Designating Party of the unauthorized disclosures, (b) use its best  
9 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
10 person or persons to whom unauthorized disclosures were made of all the terms of  
11 this Order, and (d) request such person or persons to execute the “Acknowledgment  
12 and Agreement to Be Bound” that is attached hereto as Exhibit A.

13 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
14 PROTECTED MATERIAL

15 When a Producing Party gives notice to Receiving Parties that certain  
16 inadvertently produced material is subject to a claim of privilege or other  
17 protection, the obligations of the Receiving Parties are those set forth in Federal  
18 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
19 whatever procedure may be established in an e-discovery order that provides for  
20 production without prior privilege review. Pursuant to Federal Rule of Evidence  
21 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
22 of a communication or information covered by the attorney-client privilege or work  
23 product protection, the parties may incorporate their agreement in the stipulated  
24 protective order submitted to the court.

25  
26 \_\_\_\_\_  
27 <sup>5</sup> The purpose of this provision is to alert the interested parties to the  
28 existence of confidentiality rights of a Non-Party and to afford the Non-Party an  
opportunity to protect its confidentiality interests in this court.

1 12. MISCELLANEOUS

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
3 person to seek its modification by the court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
5 Protective Order no Party waives any right it otherwise would have to object to  
6 disclosing or producing any information or item on any ground not addressed in  
7 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
8 any ground to use in evidence of any of the material covered by this Protective  
9 Order.

10 12.3 Filing Protected Material. Without written permission from the  
11 Designating Party or a court order secured after appropriate notice to all interested  
12 persons, a Party may not file in the public record in this action any Protected  
13 Material. A Party that seeks to file under seal any Protected Material must comply  
14 with Civil Local Rule 79-5.

15 13. FINAL DISPOSITION

16 Within 60 days after the final disposition of this action, as defined in  
17 paragraph 4, each Receiving Party must return all Protected Material to the  
18 Producing Party or destroy such material. As used in this subdivision, “all Protected  
19 Material” includes all copies, abstracts, compilations, summaries, and any other  
20 format reproducing or capturing any of the Protected Material. Whether the  
21 Protected Material is returned or destroyed, the Receiving Party must submit a  
22 written certification to the Producing Party (and, if not the same person or entity, to  
23 the Designating Party) by the 60-day deadline that (1) identifies (by category,  
24 where appropriate) all the Protected Material that was returned or destroyed and (2)  
25 affirms that the Receiving Party has not retained any copies, abstracts,  
26 compilations, summaries or any other format reproducing or capturing any of the  
27 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
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1 archival copy of all pleadings, motion papers, trial, deposition, and hearing  
2 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
3 reports, attorney work product, and consultant and expert work product, even if  
4 such materials contain Protected Material. Any such archival copies that contain or  
5 constitute Protected Material remain subject to this Protective Order as set forth in  
6 Section 4 (DURATION).

7 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

8 Dated: August 3, 2015

MORRISON & FOERSTER LLP

9  
10 By: /s/ David M. Walsh

11 David M. Walsh

12 Attorneys for Plaintiffs  
13 BEATS ELECTRONICS, LLC and  
ANDRE YOUNG P/K/A DR. DRE

14 Dated: August 3, 2015

SUSMAN GODFREY L.L.P.

15  
16 By: /s/ Stephen E. Morrissey

17 Stephen E. Morrissey

18 Attorneys for Defendants  
19 STEVEN LAMAR, ROAM, LLC,  
20 and ROAM, INC.  
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**ECF ATTESTATION**

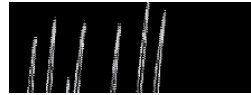
I, David M. Walsh, am the ECF User whose ID and password are being used to file the above [Proposed] Stipulated Protective Order. In compliance with Local Rule 5-4.3.4, I hereby attest that counsel for Defendants have concurred in and authorized this filing, and I shall maintain records to support this concurrence for subsequent production for the Court if so ordered or for inspection upon request by a party.

By:           /s/ David M. Walsh            
David M. Walsh  
  
Attorneys for Plaintiffs  
BEATS ELECTRONICS, LLC and  
ANDRE YOUNG P/K/A DR. DRE

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PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: August 4, 2015



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Hon. Michael R. Wilner  
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], declare under penalty of perjury  
5 that I have read in its entirety and understand the Stipulated Protective Order that  
6 was issued by the United States District Court for the Central District of California  
7 on \_\_\_\_\_ [print or type date] in the case of *Beats Electronics, LLC, et al. v.*  
8 *Steven Lamar, et al.*, Case No. 2:14-cv-07537-FMO (MRWx). I agree to comply  
9 with and to be bound by all the terms of this Stipulated Protective Order and I  
10 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  
12 disclose in any manner any information or item that is subject to this Stipulated  
13 Protective Order to any person or entity except in strict compliance with the  
14 provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court  
16 for the Central District of California for the purpose of enforcing the terms of this  
17 Stipulated Protective Order, even if such enforcement proceedings occur after  
18 termination of this action.

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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: \_\_\_\_\_