



1 **STIPULATION RE PROTECTIVE ORDER**

2 1. A. **PURPOSES AND LIMITATIONS**

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

16 B. **GOOD CAUSE STATEMENT**

17 This action is likely to involve trade secrets, customer and pricing lists and  
18 other valuable research, development, commercial, financial, technical and/or  
19 proprietary information for which special protection from public disclosure and from  
20 use for any purpose other than prosecution of this action is warranted. Such  
21 confidential and proprietary materials and information consist of, among other things,  
22 confidential business or financial information, information regarding confidential  
23 business practices, or other confidential research, development, or commercial  
24 information (including information implicating privacy rights of third parties),  
25 information otherwise generally unavailable to the public, or which may be privileged  
26 or otherwise protected from disclosure under state or federal statutes, court rules, case  
27 decisions, or common law. Accordingly, to expedite the flow of information, to

1 facilitate the prompt resolution of disputes over confidentiality of discovery  
2 materials, to adequately protect information the parties are entitled to keep  
3 confidential, to ensure that the parties are permitted reasonable necessary uses of such  
4 material in preparation for and in the conduct of trial, to address their handling at the  
5 end of the litigation, and serve the ends of justice, a protective order for such  
6 information is justified in this matter. It is the intent of the parties that information  
7 will not be designated as confidential for tactical reasons and that nothing be so  
8 designated without a good faith belief that it has been maintained in a confidential,  
9 non-public manner, and there is good cause why it should not be part of the public  
10 record of this case.

11 2. DEFINITIONS

12 2.1 Action: *Cedarwood-Young Company, a California corporation, v. Bo*  
13 *Yang, an individual, Ling Yang a.k.a. Ling E. Yang, and DOES 2 through 10,*  
14 *inclusive, Case No. 2:16-CV 3100 RGK (ASx).*

15 2.2 Challenging Party: a Party or Non-Party that challenges the  
16 designation of information or items under this Order.

17 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
18 how it is generated, stored or maintained) or tangible things that qualify for protection  
19 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
20 Cause Statement.

21 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
22 their support staff).

23 2.5 Designating Party: a Party or Non-Party that designates information or  
24 items that it produces in disclosures or in responses to discovery as  
25 “CONFIDENTIAL.”

26 2.6 Disclosure or Discovery Material: all items or information, regardless of  
27 the medium or manner in which it is generated, stored, or maintained (including,  
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1 among other things, testimony, transcripts, and tangible things), that are produced or  
2 generated in disclosures or responses to discovery in this matter.

3       2.7    Expert: a person with specialized knowledge or experience in a matter  
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
5 an expert witness or as a consultant in this Action.

6       2.8    House Counsel: attorneys who are employees of a party to this Action.  
7 House Counsel does not include Outside Counsel of Record or any other outside  
8 counsel.

9       2.9    Non-Party: any natural person, partnership, corporation, association, or  
10 other legal entity not named as a Party to this action.

11       2.10 Outside Counsel of Record: attorneys who are not employees of a party  
12 to this Action but are retained to represent or advise a party to this Action and have  
13 appeared in this Action on behalf of that party or are affiliated with a law firm which  
14 has appeared on behalf of that party, and includes support staff.

15       2.11 Party: any party to this Action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and their  
17 support staffs).

18       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
19 Discovery Material in this Action.

20       2.13 Professional Vendors: persons or entities that provide litigation support  
21 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
23 and their employees and subcontractors.

24       2.14 Protected Material: any Disclosure or Discovery Material that is  
25 designated as “CONFIDENTIAL.”

26       2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
27 from a Producing Party.

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1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also (1) any information copied or  
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
5 compilations of Protected Material; and (3) any testimony, conversations, or  
6 presentations by Parties or their Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the  
8 trial judge. This Order does not govern the use of Protected Material at trial.

9 4. DURATION

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

18 5. DESIGNATING PROTECTED MATERIAL

19 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

6 If it comes to a Designating Party's attention that information or items that it  
7 designated for protection do not qualify for protection, that Designating Party must  
8 promptly notify all other Parties that it is withdrawing the inapplicable designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in  
10 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
11 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
12 under this Order must be clearly so designated before the material is disclosed or  
13 produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic  
16 documents, but excluding transcripts of depositions or other pretrial or trial  
17 proceedings), that the Producing Party affix at a minimum, the legend  
18 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page  
19 that contains protected material. If only a portion or portions of the material on  
20 a page qualifies for protection, the Producing Party also must clearly identify  
21 the protected portion(s) (e.g., by making appropriate markings in the margins).

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

8 (b) for testimony given in depositions that the Designating Party  
9 identify the Disclosure or Discovery Material on the record, before the close of  
10 the deposition all protected testimony.

11 (c) for information produced in some form other than documentary  
12 and for any other tangible items, that the Producing Party affix in a prominent  
13 place on the exterior of the container or containers in which the information is  
14 stored the legend “CONFIDENTIAL.” If only a portion or portions of the  
15 information warrants protection, the Producing Party, to the extent practicable,  
16 shall identify the protected portion(s).

17 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
18 failure to designate qualified information or items does not, standing alone, waive the  
19 Designating Party’s right to secure protection under this Order for such material.  
20 Upon timely correction of a designation, the Receiving Party must make reasonable  
21 efforts to assure that the material is treated in accordance with the provisions of this  
22 Order.

23 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

24 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
25 designation of confidentiality at any time that is consistent with the Court’s  
26 Scheduling Order.

27 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
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1 resolution process under Local Rule 37.1 et seq.

2       6.3     The burden of persuasion in any such challenge proceeding shall be on  
3 the Designating Party. Frivolous challenges, and those made for an improper purpose  
4 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
5 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
6 or withdrawn the confidentiality designation, all parties shall continue to afford the  
7 material in question the level of protection to which it is entitled under the Producing  
8 Party’s designation until the Court rules on the challenge.

9       7.       ACCESS TO AND USE OF PROTECTED MATERIAL

10       7.1     Basic Principles. A Receiving Party may use Protected Material that is  
11 disclosed or produced by another Party or by a Non-Party in connection with this  
12 Action only for prosecuting, defending, or attempting to settle this Action. Such  
13 Protected Material may be disclosed only to the categories of persons and under the  
14 conditions described in this Order. When the Action has been terminated, a Receiving  
15 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

16       Protected Material must be stored and maintained by a Receiving Party at a  
17 location and in a secure manner that ensures that access is limited to the persons  
18 authorized under this Order.

19       7.2     Disclosure of “CONFIDENTIAL” Information or Items. Unless  
20 otherwise ordered by the court or permitted in writing by the Designating Party, a  
21 Receiving Party may disclose any information or item designated  
22 “CONFIDENTIAL” only to:

23             (a)     the Receiving Party’s Outside Counsel of Record in this Action,  
24 as well as employees of said Outside Counsel of Record to whom it is  
25 reasonably necessary to disclose the information for this Action;

26             (b)     the officers, directors, and employees (including House Counsel)  
27 of the Receiving Party to whom disclosure is reasonably necessary for this  
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1 Action;

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

5 (d) the court and its personnel;

6 (e) court reporters and their staff;

7 (f) professional jury or trial consultants, mock jurors, and  
8 Professional Vendors to whom disclosure is reasonably necessary for this  
9 Action and who have signed the “Acknowledgment and Agreement to Be  
10 Bound” (Exhibit A);

11 (g) the author or recipient of a document containing the information  
12 or a custodian or other person who otherwise possessed or knew the  
13 information;

14 (h) during their depositions, witnesses, and attorneys for witnesses, in  
15 the Action to whom disclosure is reasonably necessary provided: (1) the  
16 deposing party requests that the witness sign the form attached as Exhibit 1  
17 hereto; and (2) they will not be permitted to keep any confidential information  
18 unless the parties so agree, and they sign the “Acknowledgment and  
19 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the  
20 Designating Party or ordered by the court. Pages of transcribed deposition  
21 testimony or exhibits to depositions that reveal Protected Material may be  
22 separately bound by the court reporter and may not be disclosed to anyone  
23 except as permitted under this Stipulated Protective Order; and

24 (i) any mediator or settlement officer, and their supporting personnel,  
25 mutually agreed upon by the parties engaged in settlement discussions.  
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1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
2 OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation  
4 that compels disclosure of any information or items designated in this Action as  
5 “CONFIDENTIAL,” that Party must:

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

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

12 (c) cooperate with respect to all reasonable procedures sought to be  
13 pursued by the Designating Party whose Protected Material may be affected.

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

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

24 (a) The terms of this Order are applicable to information produced by a  
25 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
26 produced by Non-Parties in connection with this litigation is protected by the  
27 remedies and relief provided by this Order. Nothing in these provisions should be  
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1 construed as prohibiting a Non-Party from seeking additional protections.

2 (b) In the event that a Party is required, by a valid discovery request, to  
3 produce a Non-Party's confidential information in its possession, and the Party is  
4 subject to an agreement with the Non-Party not to produce the Non-Party's  
5 confidential information, then the Party shall:

6 (1) promptly notify in writing the Requesting Party and the Non-Party  
7 that some or all of the information requested is subject to a confidentiality  
8 agreement with a Non-Party;

9 (2) promptly provide the Non-Party with a copy of the Stipulated  
10 Protective Order in this Action, the relevant discovery request(s), and a  
11 reasonably specific description of the information requested; and

12 (3) make the information requested available for inspection by the  
13 Non-Party, if requested.

14 (c) If the Non-Party fails to seek a protective order from this court within 14  
15 days of receiving the notice and accompanying information, the Receiving Party may  
16 produce the Non-Party's confidential information responsive to the discovery request.  
17 If the Non-Party timely seeks a protective order, the Receiving Party shall not  
18 produce any information in its possession or control that is subject to the  
19 confidentiality agreement with the Non-Party before a determination by the court.  
20 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
21 of seeking protection in this court of its Protected Material.

22 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

4 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
5 PROTECTED MATERIAL

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

16 12. MISCELLANEOUS

17 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
18 person to seek its modification by the Court in the future.

19 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
20 Protective Order no Party waives any right it otherwise would have to object to  
21 disclosing or producing any information or item on any ground not addressed in this  
22 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
23 ground to use in evidence of any of the material covered by this Protective Order.

24 12.3 Filing Protected Material. A Party that seeks to file under seal any  
25 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
26 only be filed under seal pursuant to a court order authorizing the sealing of the  
27 specific Protected Material at issue. If a Party's request to file Protected Material  
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1 under seal is denied by the court, then the Receiving Party may file the information in  
2 the public record unless otherwise instructed by the court.

3 13. FINAL DISPOSITION

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

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1 14. CONTEMPT

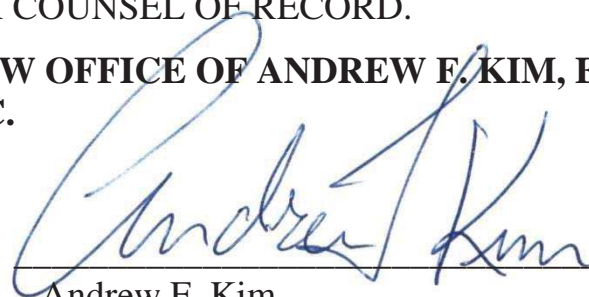
2 Any violation of this Order may be punished by any and all appropriate  
3 measures including, without limitation, contempt proceedings and/or monetary  
4 sanctions.

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6 DATED: December 8, 2016

**LAW OFFICE OF ANDREW F. KIM, ESQ.  
P.C.**

7  
8  
9 By:



Andrew F. Kim

**ATTORNEYS FOR PLAINTIF  
CEDARWOOD-YOUNG COMPANY**

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13 DATED: December 8, 2016

**KENNETH I. GROSS & ASSOCIATES**

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15 By: /s/ Kenneth I. Gross

Kenneth I. Gross

**ATTORNEYS FOR DEFENDANTS  
BO YANG and LING E.**

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18 DATED: December 8, 2016

**A.H. CHAN LAW FIRM**

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20 By: /S/ Alfred H. Chan

Alfred H. Chan

**ATTORNEYS FOR DEFENDANTS  
BO YANG and LING E.**

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24 FOR GOOD CAUSE SHOWN, IT IS ORDERED.

25 DATED: December 9, 2016

26 \_\_\_\_\_  
/s/

27 HONORABLE ALKA SAGAR  
28 UNITED STATES DISTRICT 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 [date] in the case of Cedarwood-Young Company, a California corporation, v. Bo Yang, an individual, Ling Yang a.k.a. Ling E. Yang, and DOES 2 through 10, inclusive, Case No. 2:16-CV 3100 RGK (ASx). 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 the purpose of 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: \_\_\_\_\_

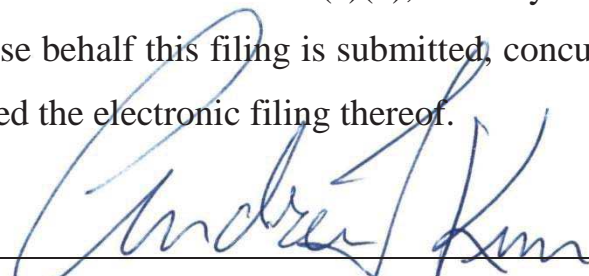
Signature: \_\_\_\_\_



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### ATTESTATION OF SIGNATURE

I, Andrew F. Kim, am the ECF User whose ID and Password were used to electronically file this Stipulation to Extend Time to Respond to Amended Complaint. Pursuant to Central District of California Local Rule 5-4.3.4(a)(2), I hereby attest that all other signatories listed, and on whose behalf this filing is submitted, concur in the content of this filing and have authorized the electronic filing thereof.



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Andrew F. Kim