

1 KENT M. WALKER (SBN 173700)

[kwalker@lewiskohn.com](mailto:kwalker@lewiskohn.com)

2 DAVID M. KOHN (SBN 246756)

MICHAEL T. LANE (SBN 248624)

3 [mlane@lewiskohn.com](mailto:mlane@lewiskohn.com)

**LEWIS KOHN & WALKER, LLP**

4 15030 Avenue of Science, Suite 201

San Diego, California 92128

5 Tel (858) 436-1330

Fax (858) 436-1349

6 Attorneys for Plaintiff

7 FUMOTO GIKEN CO. LTD.

8 CURTIS R. TINGLEY (SBN112322)

[ctingley@tingleylawgroup.com](mailto:ctingley@tingleylawgroup.com)

9 STEPHEN D. COLLINS (SBN 277482)

[scollins@tingleylawgroup.com](mailto:scollins@tingleylawgroup.com)

10 KEVIN W. ISAACSON (SBN 281067)

[kisaacson@tingleylawgroup.com](mailto:kisaacson@tingleylawgroup.com)

11 **TINGLEY LAW GROUP, PC**

10 Almaden Boulevard, Suite 430

12 San Jose, California 95113

Telephone: (408) 283-7000

13 Facsimile: (408) 283-7010

14 Attorneys for Defendants

NORIO MITSUOKA and GLOBAL SALES GROUP CO.

15 **IN THE UNITED STATES DISTRICT COURT**  
16 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**  
17 **WESTERN DIVISION – LOS ANGELES**

19 FUMOTO GIKEN CO. LTD., a

20 Japanese corporation,

21 Plaintiff,

22 vs.

24 NORIO MITSUOKA, an individual;

25 GLOBAL SALES GROUP CO., a

Washington corporation,

26 Defendants.

CASE NO.

2:16-cv-05884-DMG-MRWx

**[PROPOSED] PROTECTIVE ORDER**

1     1.     INTRODUCTION

2             1.1     PURPOSES AND LIMITATIONS

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

15             1.2     GOOD CAUSE STATEMENT

16             This action is between direct competitors, both of whom promote and sell valves  
17 for engines in direct competition with each other. Accordingly, the Parties submit that this  
18 action is likely to involve customer and pricing lists of both Parties in connection with their  
19 direct competition, amounts spent on marketing, strategies for marketing, research and  
20 development in connection with such competition, and other valuable research,  
21 development, commercial, financial, technical and/or proprietary information, including  
22 potentially trade secrets, for which special protection from public disclosure and from use  
23 for any purpose other than prosecution of this action is warranted. Such confidential and  
24 proprietary materials and information consist of, among other things, confidential business  
25 or financial information, information regarding confidential business operations, practices,  
26 or other confidential research, development, or commercial information (including  
27 information implicating privacy rights of third parties), information otherwise generally  
28 unavailable to the public, or which may be privileged or otherwise protected from

1 disclosure under state or federal statutes, court rules, case decisions, or common law. The  
2 disclosure of such information is likely to harm either Party's competitive position, or  
3 disclosure of which would contravene an obligation of confidentiality to another person or  
4 to a Court. It is in the public's best interest to promote competition by keeping the trade  
5 secrets, research and develop and other confidential information secret so that each party  
6 may maintain their competitive advantage in the marketplace. Accordingly, to expedite the  
7 flow of information, to facilitate the prompt resolution of disputes over confidentiality of  
8 discovery materials, to adequately protect information the parties are entitled to keep  
9 confidential, to ensure that the parties are permitted reasonable necessary uses of such  
10 material in preparation for and in the conduct of trial, to address their handling at the end of  
11 the litigation, and serve the ends of justice, a protective order for such information is  
12 justified in this matter. It is the intent of the parties that information will not be designated  
13 as confidential for tactical reasons and that nothing be so designated without a good faith  
14 belief that it has been maintained in a confidential, non-public manner, and there is good  
15 cause why it should not be part of the public record of this case.

16 2. DEFINITIONS

17 2.1 Action: this pending federal law suit.

18 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
19 information or items under this Order.

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

23 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
24 support staff, e.g., paralegals, law clerks, legal research assistants, document review  
25 assistants, document imaging assistants, secretaries, whether employees or independent  
26 contractors of Outside Counsel of Record or House Counsel).

27 2.6 Designating Party: a Party or Non-Party that designates information or items  
28 that it produces in disclosures or in responses to discovery as "CONFIDENTIAL" or

1 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2 2.7 Disclosure or Discovery Material: all items or information, regardless of the  
3 medium or manner in which it is generated, stored, or maintained (including, among other  
4 things, testimony, transcripts, and tangible things), that are produced or generated in  
5 disclosures or responses to discovery in this matter.

6 2.8 Expert: a person with specialized knowledge or experience in a matter  
7 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
8 expert witness or as a consultant in this Action.

9 2.9 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information  
10 or Items: extremely sensitive “CONFIDENTIAL” Information or Items, disclosure of  
11 which to another Party or Non-Party would create a substantial risk of serious harm that  
12 would not be avoided by less restrictive means. As noted in section 1.2, this action is  
13 between direct competitors and is likely to involve confidential customer and price lists and  
14 information, as well as other financial and marketing information (and possibly trade  
15 secrets) relating to such direct competition. The Parties submit that such information and  
16 confidential communications about such information would be extremely sensitive given  
17 the competitive relationship of the Parties. Accordingly, disclosure of such information to  
18 another Party or Non-Party would create a substantial risk of serious harm that would not  
19 be avoided by less restrictive means than this heightened “HIGHLY CONFIDENTIAL –  
20 ATTORNEYS’ EYES ONLY” designation. 2.10 House Counsel: attorneys who are  
21 employees of a Party to this Action. House Counsel does not include Outside Counsel of  
22 Record or any other outside counsel.

23 2.11 Non-Party: any natural person, partnership, corporation, association, or  
24 other legal entity not named as a Party to this action.

25 2.12 Outside Counsel of Record: attorneys who are not employees of a Party to  
26 this Action but are retained to represent or advise a Party to this Action and have appeared  
27 in this Action on behalf of that Party or are affiliated with a law firm which has appeared on  
28 behalf of that Party, and includes support staff.

1           2.13 Party: any party to this Action, including all of its officers, directors,  
2 employees, consultants, retained experts, and Outside Counsel of Record (and their support  
3 staffs).

4           2.14 Producing Party: a Party or Non-Party that produces Disclosure or  
5 Discovery Material in this Action.

6           2.15 Professional Vendors: persons or entities that provide litigation support  
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations,  
8 and organizing, storing, or retrieving data in any form or medium) and their employees and  
9 subcontractors.

10          2.16 Protected Material: any Disclosure or Discovery Material that is designated  
11 as “CONFIDENTIAL.”

12          2.17 Receiving Party: a Party that receives Disclosure or Discovery Material from  
13 a Producing Party.

14 3.        SCOPE

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

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

22 4.        DURATION

23           Even after final disposition of this litigation, the confidentiality obligations  
24 imposed by this Order shall remain in effect until a Designating Party agrees otherwise in  
25 writing or a court order otherwise directs. Final disposition shall be deemed to be the later  
26 of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and  
27 (2) final judgment herein after the completion and exhaustion of all appeals, rehearings,  
28 remands, trials, or reviews of this Action, including the time limits for filing any motions or

1 applications for extension of time pursuant to applicable law.

2 5. DESIGNATING PROTECTED MATERIAL

3 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
4 Party or Non-Party that designates information or items for protection under this Order must  
5 take care to limit any such designation to specific material that qualifies under the  
6 appropriate standards. The Designating Party must designate for protection only those parts  
7 of material, documents, items, or oral or written communications that qualify so that other  
8 portions of the material, documents, items, or communications for which protection is not  
9 warranted are not swept unjustifiably within the ambit of this Order.

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

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

17 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
18 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
19 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
20 must be clearly so designated before the material is disclosed or produced.

21 Designation in conformity with this Order requires:

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

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

13 (b) for testimony given in depositions, that the Designating Party identify the  
14 Disclosure or Discovery Material on the record, before the close of the deposition, all  
15 protected testimony. Alternatively, the Designating Party may, within a reasonable time not  
16 to exceed twenty-one (21) days, after the deposition transcript is delivered to the  
17 Designating Party, provide to all counsel written notice identifying the specific portion (by  
18 page and line numbers) that the Designating Party seeks to protect, and all parties to the  
19 litigation will mark the pages with the appropriate legends.

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

26 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
27 to designate qualified information or items does not, standing alone, waive the Designating  
28 Party’s right to secure protection under this Order for such material. Upon timely correction

1 of a designation, the Receiving Party must make reasonable efforts to assure that the  
2 material is treated in accordance with the provisions of this Order.

3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation  
5 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
7 process (and, if necessary, file a discovery motion) under Local Rule 37.1 et seq.

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

15 7. ACCESS TO AND USE OF PROTECTED MATERIAL

16 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
17 disclosed or produced by another Party or by a Non-Party in connection with this Action  
18 only for prosecuting, defending, or attempting to settle this Action. Such Protected Material  
19 may be disclosed only to the categories of persons and under the conditions described in this  
20 Order. When the Action has been terminated, a Receiving Party must comply with the  
21 provisions of section 13 below (FINAL DISPOSITION). Protected Material must be stored  
22 and maintained by a Receiving Party at a location and in a secure manner that ensures that  
23 access is limited to the persons authorized under this Order.

24 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
25 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party  
26 may disclose any information or item designated “CONFIDENTIAL” only to:

27 (a) the Receiving Party’s Outside Counsel of Record in this Action, including  
28 support staff to said Outside Counsel of Record as defined in Section 2.4, to whom it is



1 reasonably necessary to disclose the information for this Action;

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

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

7 (d) the Court and its personnel;

8 (e) court reporters and their staff;

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

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

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

22 (i) any mediator or settlement officer, and their supporting personnel, mutually  
23 agreed upon by any of the parties engaged in settlement discussions.

24 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
25 ONLY” Information or Items. Unless otherwise ordered by the Court or permitted in  
26 writing by the Designating Party, a Receiving Party may disclose any information or item  
27 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

28 (a) the Receiving Party’s Outside Counsel of Record in this action, including

1 support staff to said Outside Counsel of Record as defined in Section 2.4 to whom it is  
2 reasonably necessary to disclose the information for this Action;

3 (b) Experts of the Receiving Party: (1) to whom disclosure is reasonably necessary  
4 for this litigation, (2) who have signed the “Acknowledgement and Agreement to Be  
5 Bound” (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4(a)(1),  
6 below, have been followed;

7 (c) the Court and its personnel;

8 (d) court reporters and their staff, professional jury or trial consultants, and  
9 Professional Vendors to whom disclosure is reasonably necessary for this litigation and  
10 who have signed the “Acknowledgement and Agreement to Be Bound” (Exhibit A); and

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

13 (f) while the Receiving Party only access any Information designated as “HIGHLY  
14 CONFIDENTIAL – ATTORNEYS EYES ONLY” as described above, the parties may  
15 separately agree in writing to redact Information designated as “HIGHLY  
16 CONFIDENTIAL – ATTORNEYS EYES ONLY” so that said Information may be  
17 designated as “CONFIDENTIAL” in its redacted form, to allow the Receiving Party to have  
18 information necessary for evaluating litigation strategy in this action.

19 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY  
20 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to Designated  
21 House Counsel or Experts.

22 (a)(1) Unless otherwise ordered by the Court or agreed to in writing by the  
23 Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order) any  
24 information or item that has been designated “HIGHLY CONFIDENTIAL –  
25 ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(c) first must make a written  
26 request to the Designating Party that (1) identifies the general categories of “HIGHLY  
27 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information that the Receiving Party  
28 seeks permission to disclose to the Expert, (2) sets forth the full name of the Expert and the

1 city and state of his or her primary residence, (3) attaches a copy of the Expert's current  
2 resume, (4) identifies the Expert's current employer(s), (5) identifies each person or entity  
3 from whom the Expert has received compensation or funding for work in his or her areas of  
4 expertise or to whom the expert has provided professional services, including in connection  
5 with a litigation, at any time during the five years preceding the written request, and (6)  
6 identifies (by name and number of the case, filing date, and location of court) any litigation  
7 in connection with which the Expert has offered expert testimony, including through a  
8 declaration, report, or testimony at a deposition or trial, during the five years preceding the  
9 written request.

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

15 (c) A Party that receives a timely written objection must meet and confer with the  
16 Designating Party (through direct voice to voice dialogue) to try to resolve the matter by  
17 agreement within seven days of the written objection. If no agreement is reached, the Party  
18 seeking to make the disclosure to the Expert may file a motion as provided in Civil Local  
19 rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) seeking permission  
20 from the Court to do so. Any such motion must describe the circumstances with specificity,  
21 set forth in detail the reasons why disclosure to the Expert is reasonably necessary, assess  
22 the risk of harm that the disclosure would entail, and suggest any additional means that  
23 could be used to reduce that risk. In addition, any such motion must be accompanied by a  
24 competent declaration describing the parties' efforts to resolve the matter by agreement  
25 (i.e., the extent and the content of the meet and confer discussions) and setting forth the  
26 reasons advanced by the Designating Party for its refusal to approve the disclosure.

27 In addition, any challenge to the disclosure of protected material to an expert must  
28 comply in full with the joint filing format described in Local Rule 37 for all discovery

1 motions (even if the motion is filed with the district judge in anticipation of trial.)

2 In any such proceeding, the Party opposing disclosure to the Expert shall bear the  
3 burden of proving that the risk of harm that the disclosure would entail (under the  
4 safeguards proposed) outweighs the Receiving Party's need to disclose the Protected  
5 Material to its Expert.

6 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
7 OTHER LITIGATION

8 If a Party is served with a subpoena or a court order issued in other litigation that  
9 compels disclosure of any information or items designated in this Action as  
10 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY,"  
11 that Party must:

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

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

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

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

28 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED

1           IN THIS LITIGATION

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

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

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

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

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

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

28   10.           UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

9 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
10 PROTECTED MATERIAL

11 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
12 produced material is subject to a claim of privilege or other protection, the obligations of the  
13 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).

14 12. MISCELLANEOUS

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
16 person to seek its modification by the Court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
18 Protective Order no Party waives any right it otherwise would have to object to disclosing  
19 or producing any information or item on any ground not addressed in this Stipulated  
20 Protective Order. Similarly, no Party waives any right to object on any ground to use in  
21 evidence of any of the material covered by this Protective Order. This provision is not  
22 intended to modify whatever procedure may be established in an e-discovery order that  
23 provides for production without prior privilege review. Pursuant to Federal Rule of  
24 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of  
25 disclosure of a communication or information covered by the attorney-client privilege or  
26 work product protection, the parties may incorporate their agreement in the stipulated  
27 protective order submitted to the court.

28 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected

1 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
2 under seal pursuant to a court order authorizing the sealing of the specific Protected  
3 Material at issue. If a Party's request to file Protected Material under seal is denied by the  
4 Court, then the Receiving Party may file the information in the public record unless  
5 otherwise instructed by the Court.

6 13. FINAL DISPOSITION

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

24 14. WILLFUL VIOLATIONS OF ORDER

25 Any willful violation of this Order may be punished by civil or criminal contempt  
26 proceedings, financial or evidentiary sanctions, reference to disciplinary authorities, or  
27 other appropriate action at the discretion of the Court.

28 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

1 DATED: March 10, 2017

2 LEWIS KOHN & WALKER LLP

3 By:

/s Kent M. Walker

4 KENT M. WALKER

5 kwalker@lewiskohn.com

6 Attorneys for Plaintiff

7  
8 DATED: March 10, 2017

9 TINGLEY LAW GROUP LLP

10 By:

/s Stephen D. Collins

11 Attorneys for Defendants

12  
13 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

14  
15 DATED: March 10, 2017

16 

17 HON MICHAEL R. WILNER

18 United States Magistrate Judge

19

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3  
4 I, \_\_\_\_\_ [print or type full name], of  
5 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I  
6 have read in its entirety and understand the Stipulated Protective Order that was issued by  
7 the United States District Court for the Central District of California on [date] in the case of  
8 *Fumoto Giken Co. Ltd. vs. Norio Mitsuoka, et al. 2:16-cv-05884*. I agree to comply with and  
9 to be bound by all the terms of this Stipulated Protective Order and I understand and  
10 acknowledge that failure to so comply could expose me to sanctions and punishment in the  
11 nature of contempt. I solemnly promise that I will not disclose in any manner any  
12 information or item that is subject to this Stipulated Protective Order to any person or entity  
13 except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for the  
15 Central District of California for the purpose of enforcing the terms of this Stipulated  
16 Protective Order, even if such enforcement proceedings occur after termination of this  
17 action. I hereby appoint \_\_\_\_\_ [print or type full name] of  
18 \_\_\_\_\_ [print or type full address and telephone  
19 number] as my California agent for service of process in connection with this action or any  
20 proceedings related to enforcement of this Stipulated Protective Order.

21 Date: \_\_\_\_\_

22 City and State where sworn and signed: \_\_\_\_\_

23  
24 Printed name: \_\_\_\_\_

25  
26 Signature: \_\_\_\_\_