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 ROLAND CORPORATION

8 **UNITED STATES DISTRICT COURT**  
 9 **CENTRAL DISTRICT OF CALIFORNIA**  
 10 **WESTERN DIVISION**

11 ROLAND CORPORATION, a  
 Japanese corporation  
 12 Plaintiff,  
 13  
 14 v.  
 15 INMUSIC BRANDS, INC., a Florida  
 Corporation,  
 16 Defendant.  
 17

Case No: 2:16-cv-6256 CBM (AJWx)  
**STIPULATED PROTECTIVE  
 ORDER**

1. PURPOSES AND LIMITATIONS

The parties to the above-captioned action believe that good cause exists for the entry of this Stipulated Protective Order because they are competitors in the marketplace and because disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.4 below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

2. DEFINITIONS

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

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

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

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

2.5 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among

1 other things, testimony, transcripts, and tangible things), that are produced or generated in  
2 disclosures or responses to discovery in this matter.

3       2.6 Expert: a person with specialized knowledge or experience in a matter  
4 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve as an  
5 expert witness or as a consultant in this action, (2) is not a past or current employee,  
6 consultant, or independent contractor of a Party, and (3) at the time of retention, is not  
7 anticipated to become an employee, consultant, or independent contractor of a Party or of a  
8 Party's competitor, i.e. an entity or person who manufactures or sells electronic musical  
9 instruments.

10       2.7 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information  
11 or Items: Extremely sensitive "Confidential Information or Items," disclosure of which to  
12 another Party or Non-Party would create a substantial risk of serious harm that could not be  
13 avoided by less restrictive means.

14       2.8 House Counsel: attorneys who are employees of a party to this action. House  
15 Counsel does not include Outside Counsel of Record or any other outside counsel.

16       2.9 Non-Party: any natural person, partnership, corporation, association, or  
17 other legal entity not named as a Party to this action.

18       2.10 Outside Counsel of Record: Attorneys who are not employees of a party  
19 to this action but are retained to represent or advise a party to this action and have either  
20 appeared in this action on behalf of that party or are affiliated with a law firm which has  
21 appeared on behalf of that party. The parties agree that Outside Counsel of Record shall  
22 include Ted Rittmaster and Sandeep Deol, but it shall not include other attorneys or  
23 persons, including (i) House Counsel or (ii) patent agents currently (i.e., those who have  
24 initiated prosecution since the filing of this Litigation) responsible for prosecuting patents  
25 relating to the subject matter of this Litigation. Roland also agrees that Jun Yamato and  
26 Joe von Sauers shall be considered House Counsel for purposes of this Protective Order.  
27 For the avoidance of doubt, patents relating to the subject matter of this Litigation are  
28 patents that claim electronic drums and electronic cymbals.

1           2.11 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           2.12 Producing Party: A Party or Non-Party that produces Disclosure or  
5 Discovery Material in this action.

6           2.13 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          2.14 Protected Material: Any Disclosure or Discovery Material that is designated  
11 as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
12 ONLY.”

13          2.15 Receiving Party: A Party that receives Disclosure or Discovery Material  
14 from a Producing Party.

15   3.       SCOPE

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

1 agreement or order.

2 4. DURATION

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

11 5. DESIGNATING PROTECTED MATERIAL

12 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
13 Party or Non-Party that designates information or items for protection under this Order  
14 must take care to limit any such designation to specific material that qualifies under the  
15 appropriate standards. To the extent it is practical to do so, the Designating Party must  
16 designate for protection only those parts of material, documents, items, or oral or written  
17 communications that qualify – so that other portions of the material, documents, items, or  
18 communications for which protection is not warranted are not swept unjustifiably within  
19 the ambit of this Order.

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

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

28 5.2 Manner and Timing of Designations. Except as otherwise provided in this

1 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
2 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
3 must be clearly so designated before the material is disclosed or produced.

4 Designation in conformity with this Order requires:

5 (a) for information in documentary form (e.g., paper or electronic  
6 documents, but excluding transcripts of depositions or other pretrial or trial proceedings),  
7 that the Producing Party affix the legend “CONFIDENTIAL” or “HIGHLY  
8 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that contains protected  
9 material. If only a portion or portions of the material on a page qualifies for protection, the  
10 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
11 appropriate markings in the margins) and must specify, for each portion, the level of  
12 protection being asserted to the extent practicable.

13 A Party or Non-Party that makes original documents or materials available for  
14 inspection need not designate them for protection until after the inspecting Party has  
15 indicated which documents or materials it would like copied and/or produced. During the  
16 inspection and before the designation, all of the material made available for inspection  
17 shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the  
18 inspecting Party has identified the documents it wants copied and produced, the Producing  
19 Party must determine which documents, or portions thereof, qualify for protection under  
20 this Order. Then, before producing the specified documents or materials, the Producing  
21 Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY  
22 CONFIDENTIAL –ATTORNEYS’ EYES ONLY”) to each page that contains Protected  
23 Material. If only a portion or portions of the material on a page qualifies for protection, the  
24 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
25 appropriate markings in the margins) and must specify, for each portion, the level of  
26 protection being asserted to the extent practicable.

27 (b) for testimony given in deposition or in other pretrial or trial  
28 proceedings, that the Designating Party identify on the record, before the close of the

1 deposition, hearing, or other proceeding, all protected testimony and specify the level of  
2 protection being asserted. When it is impractical to identify separately each portion of  
3 testimony that is entitled to protection and it appears that substantial portions of the  
4 testimony may qualify for protection, the Designating Party may invoke on the record  
5 (before the deposition, hearing, or other proceeding is concluded) a right to have up to 21  
6 days following receipt of the transcript to identify the specific portions of the testimony as  
7 to which protection is sought and to specify the level of protection being asserted. Only  
8 those portions of the testimony that are appropriately designated for protection within the  
9 21 days following transcript receipt shall be covered by the provisions of this Stipulated  
10 Protective Order. Alternatively, a Designating Party may specify, at the deposition or up to  
11 21 days afterwards if that period is properly invoked, that the entire transcript shall be  
12 treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
13 ONLY.”

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

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

1 the transcript shall be treated only as actually designated.

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

9 5.3 Inadvertent Failures to Designate. If timely corrected following the  
10 Designating Party’s discovery of the inadvertent failure to designate, an inadvertent failure  
11 to designate qualified information or items does not, standing alone, waive the Designating  
12 Party’s right to secure protection under this Order for such material. Upon timely  
13 correction of a designation, the Receiving Party must make reasonable efforts to assure that  
14 the material is treated in accordance with the provisions of this Order.

15 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

16 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
17 designation of confidentiality at any time within the discovery period set by the District  
18 Judge. Unless a prompt challenge to a Designating Party’s confidentiality designation is  
19 necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a  
20 significant disruption or delay of the litigation, a Party does not waive its right to challenge  
21 a confidentiality designation by electing not to mount a challenge promptly after the  
22 original designation is disclosed.

23 6.2 All challenges to confidentiality designations shall proceed under Local  
24 Rule 37-1 through 37-4.

25 7. ACCESS TO AND USE OF PROTECTED MATERIAL

26 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
27 disclosed or produced by another Party or by a Non-Party in connection with this case only  
28 for prosecuting, defending, or attempting to settle this litigation. Such Protected Material



1 may be disclosed only to the categories of persons and under the conditions described in  
2 this Order. When the action has been terminated, a Receiving Party must comply with the  
3 provisions of section 13 below (FINAL DISPOSITION).

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

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

10 (a) the Receiving Party’s Outside Counsel of Record in this action, as  
11 well as employees of the Receiving Party’s Outside Counsel of Record in this action to  
12 whom it is reasonably necessary to disclose the information for this litigation;

13 (b) the officers, directors, and employees (including House Counsel) of  
14 the Receiving Party to whom disclosure is reasonably necessary for this litigation and who  
15 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/stenographers and their staff, professional jury or trial  
21 consultants, and Professional Vendors to whom disclosure is reasonably necessary for this  
22 litigation, and who have signed the “Acknowledgment and Agreement to Be Bound”  
23 (Exhibit A); and

24 (f) the author or recipient of a document containing the information or a  
25 custodian or other person who otherwise possessed or knew the information, including  
26 witnesses at deposition, to whom disclosure is reasonably necessary and who have signed  
27 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
28 by the Designating Party or ordered by the court. Pages of transcribed deposition

1 testimony or exhibits to depositions that reveal Protected Material may be separately bound  
2 by the court reporter and may not be disclosed to anyone except as permitted under this  
3 Stipulated Protective Order.

4 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
5 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
6 writing by the Designating Party, a Receiving Party may disclose any information or item  
7 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

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

13  
14 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably  
15 necessary for this litigation, (2) who have signed the “Acknowledgment and Agreement to  
16 Be Bound” (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4(a),  
17 below, have been followed;

18 (c) the court and its personnel;

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

23 (e) the author or recipient of a document containing the information or a  
24 custodian or other person who otherwise possessed or knew the information.

25 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY  
26 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to Designated  
27 Experts.

1 (a) Unless otherwise ordered by the court or agreed to in writing by the  
2 Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order) any  
3 information or item that has been designated “HIGHLY CONFIDENTIAL –  
4 ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(b) first must make a written  
5 request to the Designating Party that (1) identifies the general categories, i.e. “technical  
6 information” or “financial information,” of “HIGHLY CONFIDENTIAL – ATTORNEYS’  
7 EYES ONLY” information that the Receiving Party seeks permission to disclose to the  
8 Expert, (2) sets forth the full name of the Expert and the city and state of his or her primary  
9 residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the Expert’s  
10 current employer(s), (5) identifies each person or entity from whom the Expert has  
11 received compensation or funding for work in his or her areas of expertise or to whom the  
12 expert has provided professional services, including in connection with a litigation, at any  
13 time during the preceding five years, and (6) identifies (by name and number of the case,  
14 filing date, party to whom services were provided, and location of court) any litigation in  
15 connection with which the Expert has offered expert testimony, including through a  
16 declaration, report, or testimony at a deposition or trial, during the preceding five years.

17 (b) A Party that makes a request and provides the information specified in  
18 the preceding paragraph may disclose the subject Protected Material to the identified  
19 Expert unless, within seven days of delivering the request, the Party receives a written  
20 objection from the Designating Party. Any such objection must set forth in detail the  
21 grounds on which it is based.

22 (c) All challenges to objections from the Designating Party shall proceed  
23 under Local Rule 37-1 through 37-4.

24 In any such proceeding, the Party opposing disclosure to the Expert shall bear the  
25 burden of proving that the risk of harm that the disclosure would entail (under the  
26 safeguards proposed) outweighs the Receiving Party’s need to disclose the Protected  
27 Material to its Expert.

28 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN

1 OTHER LITIGATION

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

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

8 (b) Promptly notify in writing the party who caused the subpoena or order  
9 to issue in the other litigation that some or all of the material covered by the subpoena or  
10 order is subject to this Protective Order. Such notification shall include a copy of this  
11 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 with the  
15 subpoena or court order shall not produce any information designated in this action as  
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
17 before a determination by the court from which the subpoena or order issued, unless the  
18 Party has obtained the Designating Party’s permission. The Designating Party shall bear  
19 the burden and expense of seeking protection in that court of its confidential material – and  
20 nothing in these provisions should be construed as authorizing or encouraging a Receiving  
21 Party in this action to disobey a lawful directive from another court.

22 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
23 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” or “HIGHLY  
26 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by Non-  
27 Parties in connection with this litigation is protected by the remedies and relief provided by  
28 this Order. Nothing in these provisions should be construed as prohibiting a Non-Party

1 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 subject to  
4 an agreement with the Non-Party not to produce the Non-Party's confidential information,  
5 then the Party shall:

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

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

12 3. make the information requested available for inspection by the  
13 Non-Party.

14 (c) If the Non-Party fails to object or seek a protective order from this  
15 court within 14 days of receiving the notice and accompanying information, the Receiving  
16 Party may produce the Non-Party's confidential information responsive to the discovery  
17 request. 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 confidentiality  
19 agreement with the Non-Party before a determination by the court. Absent a court order to  
20 the contrary, the Non-Party shall bear the burden and expense of seeking protection in this  
21 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 writing the  
26 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all  
27 unauthorized copies of the Protected Material, (c) inform the person or persons to whom  
28 unauthorized disclosures were made of all the terms of this Order, and (d) request such

1 person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is  
2 attached hereto as Exhibit A.

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

5 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
6 produced material is subject to a claim of privilege or other protection, the obligations of  
7 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).  
8 This provision is not intended to modify whatever procedure may be established in an e-  
9 discovery order that provides for production without prior privilege review. Pursuant to  
10 Federal Rule of Evidence 502(d) and (e):

11 1. The production of privileged or work-product protected documents,  
12 electronically stored information (“ESI”) or information, whether inadvertent or otherwise,  
13 is not a waiver of the privilege or protection from discovery in this case or in any other  
14 federal or state proceeding. This Order shall be interpreted to provide the maximum  
15 protection allowed by Federal Rule of Evidence 502(d).

16 2. Nothing contained herein is intended to or shall serve to limit a party’s  
17 right to conduct a review of documents, ESI or information (including metadata) for  
18 relevance, responsiveness and/or segregation of privileged and/or protected information  
19 before production.

20 12. MISCELLANEOUS

21 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
22 person to seek its modification by the court in the future.

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

28 12.3 Filing Protected Material. Without written permission from the Designating

1 Party or a court order secured after appropriate notice to all interested persons, a Party may  
2 not file in the public record in this action any Protected Material. A Party that seeks to file  
3 under seal any Protected Material must comply with Local Rule 79-5. Protected Material  
4 may only be filed under seal pursuant to a court order authorizing the sealing of the  
5 specific Protected Material at issue. Good cause for the under seal filing must be shown.  
6 The fact that a document has been designated Protected Material under this Order is  
7 insufficient to justify filing under seal. Instead, the Parties must explain the basis for  
8 confidentiality of each document sought to be filed under seal. Because a Party other than  
9 the Designating Party often will be seeking to file Protected Material, cooperation between  
10 the Parties in preparing, and in reducing the number and extent of, requests for filing under  
11 seal is essential. If a Receiving Party's request to file Protected Material under seal  
12 pursuant to Local Rule 79-5 is denied by the court, then the Receiving Party may file the  
13 Protected Material in the public record unless (1) the Designating Party seeks  
14 reconsideration within four days of the denial, or (2) is otherwise instructed by the Court.

15 13. FINAL DISPOSITION

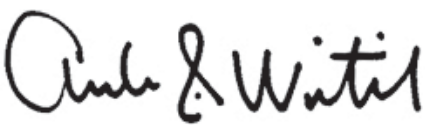
16 Within 60 days after the final disposition of this action, as defined in paragraph 4,  
17 each Receiving Party must return all Protected Material to the Producing Party or destroy  
18 such material. As used in this subdivision, "all Protected Material" includes all copies,  
19 abstracts, compilations,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

1 consultant and expert work product, even if such materials contain Protected Material. Any  
2 such archival copies that contain or constitute Protected Material remain subject to this  
3 Protective Order as set forth in Section 4 (DURATION).

4 The parties to the above captioned litigation having entered into the [Proposed]  
5 Stipulated Protective order, having filed the Stipulated Protective Order with the Court on  
6 April 13, 2017, and good cause being shown therefor,

7 IT IS HEREBY ORDERED that the Stipulated Protective Order is approved in its  
8 entirety and made the Order of this Court.

9  
10 DATED: April 14, 2017

  
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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [full name],  
4 of \_\_\_\_\_ [full address],  
5 declare under penalty of perjury that I have read in its entirety and understand the  
6 Stipulated Protective Order that was issued by the United States District Court for the  
7 Central District of California on [date] in the case of ROLAND CORPORATION v.  
8 INMUSIC BRANDS, INC., Case No: 2:16-cv-6256 CBM (AJWx) (C.D. Cal.). I agree to  
9 comply 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 and  
11 punishment in the nature of contempt. I solemnly promise that I will not disclose in any  
12 manner any information or item that is subject to this Stipulated Protective Order to any  
13 person or entity 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.

18 I hereby appoint \_\_\_\_\_ [full name] of  
19 \_\_\_\_\_ [full address and telephone  
20 number] as my California agent for service of process in connection with this action or any  
21 proceedings related to enforcement of this Stipulated Protective Order.

22  
23 Date: \_\_\_\_\_

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

25 Printed name: \_\_\_\_\_  
26 [printed name]

27 Signature: \_\_\_\_\_  
28 [signature]