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8 UNITED STATES DISTRICT COURT

9 CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

10 INFOKOREA, INC., a California
11 corporation,

Case No.: 2:16-cv-06480-CAS-KS

12 Plaintiff,

**~~PROPOSED~~ STIPULATED
PROTECTIVE ORDER**

13 vs.

14 MBC AMERICA HOLDINGS, INC., a
15 California corporation, *et al.*,16 Defendants
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1 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure and
2 based on the parties' Proposed Stipulated Protective Order ("Stipulation")
3 filed on October 26, 2017, the terms of the protective order to which the
4 parties have agreed are adopted as a protective order of this Court (which
5 generally shall govern the pretrial phase of this action) except to the extent, as
6 set forth below, that those terms have been modified by the Court's
7 amendment of paragraph 7.3(i) of the Stipulation.

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9 **AGREED TERMS OF THE PROTECTIVE ORDER AS ADOPTED AND**
10 **MODIFIED BY THE COURT**¹
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12 1. A. **PURPOSES AND LIMITATIONS**

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

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27 ¹ The Court's additions to the agreed terms of the Protective Order are generally indicated in
28 bold typeface, and the Court's deletions are indicated by lines through the text being deleted.

1 B. GOOD CAUSE STATEMENT

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

24
25 2. DEFINITIONS

26 2.1 Action: *InfoKorea, Inc. v. MBC America Holdings, Inc., et al*, Case
27 No. 16-cv-06480-CAS-KS, United States District Court for the Central District of
28 California.

1 2.2 Challenging Party: a Party or Non-Party that challenges the
2 designation of information or items under this Order.

3 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
4 how it is generated, stored or maintained) or tangible things that qualify for
5 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
6 the Good Cause Statement.

7 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
8 their support staff).

9 2.5 Designating Party: a Party or Non-Party that designates information or
10 items that it produces in disclosures or in responses to discovery as
11 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL ATTORNEYS’ EYES
12 ONLY”.

13 2.6 Disclosure or Discovery Material: all items or information, regardless
14 of the medium or manner in which it is generated, stored, or maintained (including,
15 among other things, testimony, transcripts, and tangible things), that are produced
16 or generated in disclosures or responses to discovery in this matter.

17 2.7 Expert: a person with specialized knowledge or experience in a matter
18 pertinent to the litigation who has been retained by a Party or its counsel to serve
19 as an expert witness or as a consultant in this Action.

20 2.8 “HIGHLY CONFIDENTIAL ATTORNEYS’ EYES ONLY”
21 Information or Items: information (regardless of how it is generated, stored or
22 maintained) or tangible things which are “CONFIDENTIAL” within the meaning
23 of the definition of Section 2.3 above which are extremely sensitive such that the
24 disclosure of which to another Party or Non-Party would create a substantial risk of
25 serious harm that could not be avoided by less restrictive means, including but not
26 limited to information the disclosures of which the Producing Party believes in
27 good faith will cause harm to its business position. Disclosure of “HIGHLY
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CONFIDENTIAL ATTORNEYS' EYES ONLY" Information or Items is limited to that as set forth in Section 7.3 below.

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

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

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

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

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

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

2.15 Protected Material: any Disclosure or Discovery Material that is designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY".

2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

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

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

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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,
14 with 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
17 time pursuant to applicable law.

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19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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
4 impose unnecessary expenses and burdens on other parties) may expose the
5 Designating 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" or "HIGHLY CONFIDENTIAL ATTORNEYS' EYES
19 ONLY" (hereinafter "CONFIDENTIAL legend"), to each page that contains
20 protected material. If only a portion or portions of the material on a page qualifies
21 for protection, the Producing Party also must clearly identify the protected
22 portion(s) (e.g., by making appropriate markings in the margins).

23 A Party or Non-Party that makes original documents available for inspection
24 need not designate them for protection until after the inspecting Party has indicated
25 which documents it would like copied and produced. During the inspection and
26 before the designation, all of the material made available for inspection shall be
27 deemed "HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY". After the
28 inspecting Party has identified the documents it wants copied and produced, the

1 Producing Party must determine which documents, or portions thereof, qualify for
2 protection under this Order. Then, before producing the specified documents, the
3 Producing Party must affix the “CONFIDENTIAL legend” to each page that
4 contains Protected Material. If only a portion or portions of the material on a page
5 qualifies for protection, the Producing Party also must clearly identify the
6 protected portion(s) (e.g., by making appropriate markings in the margins).

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

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

16 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
17 failure to designate qualified information or items does not, standing alone, waive
18 the Designating Party’s right to secure protection under this Order for such
19 material. Upon timely correction of a designation, the Receiving Party must make
20 reasonable efforts to assure that the material is treated in accordance with the
21 provisions of this Order.

22 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
28 resolution process under Local Rule 37.1 *et seq.*

1 6.3 Burden of Persuasion. The burden of persuasion in any such
2 challenge proceeding shall be on the Designating Party. Frivolous challenges, and
3 those made for an improper purpose (e.g., to harass or impose unnecessary
4 expenses and burdens on other parties) may expose the Challenging Party to
5 sanctions. Unless the Designating Party has waived or withdrawn the
6 confidentiality designation, all parties shall continue to afford the material in
7 question the level of protection to which it is entitled under the Producing Party's
8 designation until the Court rules on the challenge.

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10 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

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

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

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

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

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

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

25 (i) any mediator or settlement officer, and their supporting
26 personnel, mutually agreed upon by any of the parties engaged in settlement
27 discussions.
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1 7.3 Disclosure of “HIGHLY CONFIDENTIAL ATTORNEYS’ EYES
2 ONLY” Information or Items. Unless otherwise ordered by the court or permitted
3 in writing by the Designating Party, a Receiving Party may disclose any
4 information or item designated “HIGHLY CONFIDENTIAL-ATTORNEYS’
5 EYES ONLY” only to:

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

9 (b) Experts (as defined in Paragraph 2.7) to whom disclosure is
10 reasonably necessary for this Action and who have signed the “Acknowledgment
11 and Agreement to Be Bound” (Exhibit A);

12 (c) the Court and its personnel;

13 (d) court reporters and their staff;

14 (e) professional jury or trial consultants, mock jurors, and
15 Professional Vendors to whom disclosure is reasonably necessary for this Action
16 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
17 A);

18 (f) the author or recipient of a document containing the
19 information or a custodian or the original source of the information;

20 (g) during their depositions, witnesses in the Action (and their
21 attorneys) who are current employees or former employees who originated,
22 authored, or received a copy of the “HIGHLY CONFIDENTIAL-ATTORNEYS’
23 EYES ONLY” information of the Designating Party and who have signed the
24 “Acknowledgment and Agreement to Be Bound” in Exhibit A to this Protective
25 Order, unless otherwise agreed by the Designating Party, or were involved in the
26 specific subject matter described therein, or ordered by the Court. Pages of
27 transcribed deposition testimony or exhibits to depositions that reveal Protected
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1 Material must be separately bound by the court reporter and may not be disclosed
2 to anyone except as permitted under this Protective Order; and

3 (h) any mediator or settlement officer, and their supporting
4 personnel, mutually agreed upon by any of the parties engaged in settlement
5 discussions, who have signed the “Acknowledgment and Agreement to Be Bound”
6 (Exhibit A).

7 (i) **The individuals identified in paragraph 7.3(c) above** ~~Any~~
8 ~~active sitting judge of the United States District Court and their supporting~~
9 ~~personnel~~ are specifically exempt from the requirement to sign the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

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12 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
13 IN OTHER LITIGATION

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

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

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

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

25 If the Designating Party timely seeks a protective order, the Party served
26 with the subpoena or court order shall not produce any information designated in
27 this action as “CONFIDENTIAL” before a determination by the court from which
28 the subpoena or order issued, unless the Party has obtained the Designating Party’s

1 permission. The Designating Party shall bear the burden and expense of seeking
2 protection in that court of its confidential material and nothing in these provisions
3 should be construed as authorizing or encouraging a Receiving Party in this Action
4 to disobey a lawful directive from another court.

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6 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
7 PRODUCED IN THIS LITIGATION

8 (a) The terms of this Order are applicable to information produced
9 by a Non-Party in this Action and designated as "CONFIDENTIAL." Such
10 information produced by Non-Parties in connection with this litigation is protected
11 by the remedies and relief provided by this Order. Nothing in these provisions
12 should be construed as prohibiting a Non-Party from seeking additional
13 protections.

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

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

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

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

26 (c) If the Non-Party fails to seek a protective order from this court
27 within 14 days of receiving the notice and accompanying information, the
28 Receiving Party may produce the Non-Party's confidential information responsive

1 to the discovery request. If the Non-Party timely seeks a protective order, the
2 Receiving Party shall not produce any information in its possession or control that
3 is subject to the confidentiality agreement with the Non-Party before a
4 determination by the court. Absent a court order to the contrary, the Non-Party
5 shall bear the burden and expense of seeking protection in this court of its
6 Protected Material.

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8 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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19 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
20 PROTECTED MATERIAL

21 When a Producing Party gives notice to Receiving Parties that certain
22 inadvertently produced material is subject to a claim of privilege or other
23 protection, the obligations of the Receiving Parties are those set forth in Federal
24 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
25 whatever procedure may be established in an e-discovery order that provides for
26 production without prior privilege review. Pursuant to Federal Rule of Evidence
27 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
28 of a communication or information covered by the attorney-client privilege or

work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

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

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

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

13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that

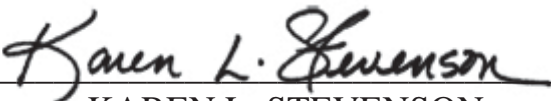
1 (1) identifies (by category, where appropriate) all the Protected Material that was
2 returned or destroyed and (2) affirms that the Receiving Party has not retained any
3 copies, abstracts, compilations, summaries or any other format reproducing or
4 capturing any of the Protected Material. Notwithstanding this provision, Counsel
5 are entitled to retain an archival copy of all pleadings, motion papers, trial,
6 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
7 and trial exhibits, expert reports, attorney work product, and consultant and expert
8 work product, even if such materials contain Protected Material. Any such archival
9 copies that contain or constitute Protected Material remain subject to this
10 Protective Order as set forth in Section 4 (DURATION).

11
12 14. VIOLATION

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

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17 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

18 DATED: October 27, 2017

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21 KAREN L. STEVENSON
22 UNITED STATES MAGISTRATE 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 October 27, 2017 in the case of *InfoKorea, Inc. v. MBC America Holdings, Inc., et al*, Case No. CV 16-6480-CAS (KS), United States District Court for the Central
District of California. 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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