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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

FIRST TEXAS PRODUCTS, LLC,  
and FIRST TEXAS PRODUCTS  
CORPORATION,

Plaintiff,

v.

DETEKNIX INC., and  
MAO QUAN DENG,

Defendant.

Case No.: 2:16-cv-06508-R-GJS

**STIPULATED PROTECTIVE  
ORDER<sup>1</sup>**

Complaint filed: August 30, 2016

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<sup>1</sup> This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Gail J. Standish's Procedures.

1 **A. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential,  
3 proprietary or private information for which special protection from public disclosure  
4 and from use for any purpose other than prosecuting this litigation may be warranted.  
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the  
6 following Stipulated Protective Order. The parties acknowledge that this Order does  
7 not confer blanket protections on all disclosures or responses to discovery and that the  
8 protection it affords from public disclosure and use extends only to the limited  
9 information or items that are entitled to confidential treatment under the applicable  
10 legal principles.

11 **B. GOOD CAUSE STATEMENT**

12 This action is likely to involve trade secrets, customer and pricing lists and other  
13 valuable research, development, commercial, financial, technical and/or proprietary  
14 information for which special protection from public disclosure and from use for any  
15 purpose other than prosecution of this action is warranted. Such confidential and  
16 proprietary materials and information consist of, among other things, confidential  
17 business or financial information, information regarding confidential business  
18 practices, or other confidential research, development, or commercial information  
19 (including information implicating privacy rights of third parties), information  
20 otherwise generally unavailable to the public, or which may be privileged or otherwise  
21 protected from disclosure under state or federal statutes, court rules, case decisions, or  
22 common law. Accordingly, to expedite the flow of information, to facilitate the  
23 prompt resolution of disputes over confidentiality of discovery materials, to adequately  
24 protect information the parties are entitled to keep confidential, to ensure that the  
25 parties are permitted reasonable necessary uses of such material in preparation for and  
26 in the conduct of trial, to address their handling at the end of the litigation, and serve  
27 the ends of justice, a protective order for such information is justified in this matter. It  
28 is the intent of the parties that information will not be designated as confidential for

1 tactical reasons and that nothing be so designated without a good faith belief that it has  
2 been maintained in a confidential, non-public manner, and there is good cause why it  
3 should not be part of the public record of this case.

4 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

5 The parties further acknowledge, as set forth in Section 12.3, below, that this  
6 Stipulated Protective Order does not entitle them to file confidential information under  
7 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the  
8 standards that will be applied when a party seeks permission from the court to file  
9 material under seal.

10 There is a strong presumption that the public has a right of access to judicial  
11 proceedings and records in civil cases. In connection with non-dispositive motions,  
12 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
13 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
14 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002). A specific showing of good cause or  
15 compelling reasons with proper evidentiary support and legal justification, must be  
16 made with respect to Protected Material that a party seeks to file under seal. The  
17 parties' mere designation of Disclosure or Discovery Material as CONFIDENTIAL  
18 does not—without the submission of competent evidence by declaration, establishing  
19 that the material sought to be filed under seal qualifies as confidential, privileged, or  
20 otherwise protectable—constitute good cause.

21 Further, if a party requests sealing related to a dispositive motion or trial, then  
22 compelling reasons, not only good cause, for the sealing must be shown, and the relief  
23 sought shall be narrowly tailored to serve the specific interest to be protected. *See*  
24 *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item  
25 or type of information, document, or thing sought to be filed or introduced under seal  
26 in connection with a dispositive motion or trial, the party seeking protection must  
27 articulate compelling reasons, supported by specific facts and legal justification, for  
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1 the requested sealing order. Again, competent evidence supporting the application to  
2 file documents under seal must be provided by declaration.

3 Any document that is not confidential, privileged, or otherwise protectable in its  
4 entirety will not be filed under seal if the confidential portions can be redacted. If  
5 documents can be redacted, then a redacted version for public viewing, omitting only  
6 the confidential, privileged, or otherwise protectable portions of the document, shall be  
7 filed. Any application that seeks to file documents under seal in their entirety should  
8 include an explanation of why redaction is not feasible.

9 **2. DEFINITIONS**

10 2.1 Action: First Texas Products, LLC and First Texas Products Corporation  
11 v. Deteknix Inc. and Mao Quan Deng, Case no. 2:16-cv-06508-R-GJS.

12 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
13 of information or items under this Order.

14 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
15 how it is generated, stored or maintained) or tangible things that qualify for protection  
16 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
17 Statement.

18 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
19 support staff).

20 2.5 Designating Party: a Party or Non-Party that designates information or  
21 items that it produces in disclosures or in responses to discovery as  
22 “CONFIDENTIAL.”

23 2.6 Disclosure or Discovery Material: all items or information, regardless of  
24 the medium or manner in which it is generated, stored, or maintained (including,  
25 among other things, testimony, transcripts, and tangible things), that are produced or  
26 generated in disclosures or responses to discovery in this matter.

27 2.7 Expert: a person with specialized knowledge or experience in a matter  
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1 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
2 expert witness or as a consultant in this Action.

3       2.8 House Counsel: attorneys who are employees of a party to this Action.  
4 House Counsel does not include Outside Counsel of Record or any other outside  
5 counsel.

6       2.9 Non-Party: any natural person, partnership, corporation, association or  
7 other legal entity not named as a Party to this action.

8       2.10 Outside Counsel of Record: attorneys who are not employees of a party  
9 to this Action but are retained to represent or advise a party to this Action and have  
10 appeared in this Action on behalf of that party or are affiliated with a law firm that has  
11 appeared on behalf of that party, and includes support staff.

12       2.11 Party: any party to this Action, including all of its officers, directors,  
13 employees, consultants, retained experts, and Outside Counsel of Record (and their  
14 support staffs).

15       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
16 Discovery Material in this Action.

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

21       2.14 Protected Material: any Disclosure or Discovery Material that is  
22 designated as “CONFIDENTIAL.”

23       2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
24 from a Producing Party.

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

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

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

14 Designation in conformity with this Order requires:

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

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

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

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

15 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
16 failure to designate qualified information or items does not, standing alone, waive the  
17 Designating Party’s right to secure protection under this Order for such material.  
18 Upon timely correction of a designation, the Receiving Party must make reasonable  
19 efforts to assure that the material is treated in accordance with the provisions of this  
20 Order.

## 21 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
23 designation of confidentiality at any time that is consistent with the Court’s  
24 Scheduling Order.

25 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
26 resolution process under Local Rule 37.1 et seq.



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

4 (d) the court and its personnel;

5 (e) court reporters and their staff;

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

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

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

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

22 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
23 **IN OTHER LITIGATION**

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

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

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

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

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

16 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
17 **PRODUCED IN THIS LITIGATION**

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

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

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

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

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

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

17 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

1 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
2 **PROTECTED MATERIAL**

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

13 **12. MISCELLANEOUS**

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
15 person to seek its modification by the Court in the future.

16 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
17 Protective Order, no Party waives any right it otherwise would have to object to  
18 disclosing or producing any information or item on any ground not addressed in this  
19 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
20 ground to use in evidence of any of the material covered by this Protective Order.

21 12.3 Filing Protected Material. A Party that seeks to file under seal any  
22 Protected Material must comply with Local Civil Rule 79-5. Protected Material may  
23 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
24 Protected Material at issue. If a Party's request to file Protected Material under seal is  
25 denied by the court, then the Receiving Party may file the information in the public  
26 record unless otherwise instructed by the court.

1 **13. FINAL DISPOSITION**

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

20 **14. VIOLATION**

21 Any violation of this Order may be punished by appropriate measures including,  
22 without limitation, contempt proceedings and/or monetary sanctions.

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED April 6, 2017

/s/ Nathaniel Dang  
Attorneys for Plaintiff

DATED: April 6, 2017

/s/ Howard D. Ruddell  
Attorneys for Defendant

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: April 7, 2017



\_\_\_\_\_  
United States District Judge

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  
6 I have read in its entirety and understand the Stipulated Protective Order that was  
7 issued by the United States District Court for the Central District of California on  
8 \_\_\_\_\_ [date] in the case of *First Texas Products, LLC, et al. v.*  
9 *Deteknix, Inc., et al.*, Case No. 2:16-cv-06508-R-GJS. I agree to comply with and to  
10 be bound by all the terms of this Stipulated Protective Order and I understand and  
11 acknowledge that failure to so comply could expose me to sanctions and punishment  
12 in the nature of contempt. I solemnly promise that I will not disclose in any manner  
13 any information or item that is subject to this Stipulated Protective Order to any person  
14 or entity except in strict compliance with the provisions of this Order.

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

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

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

25 Printed name: \_\_\_\_\_

26  
27 Signature: \_\_\_\_\_