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 10 Security Insurance Company, Liberty Insurance
 Corporation, The First Liberty Insurance
 11 Corporation, Safeco Insurance Company of
 Illinois, Safeco Insurance Company of Indiana,
 12 American States Insurance Company, Safeco
 Insurance Company of America, Liberty
 13 Mutual Fire Insurance Company, State Auto
 Property and Casualty Insurance Company,
 14 Homesite Insurance Company, LM General
 Insurance Company and New York Central
 15 Mutual Insurance Company

16 UNITED STATES DISTRICT COURT
 FOR THE CENTRAL DISTRICT OF CALIFORNIA

17 HOMESITE INSURANCE COMPANY
 18 OF THE MIDWEST, et al,

19 Plaintiffs,

20 vs.

21 GREE USA, INC., GREE ELECTRIC
 APPLIANCES, INC. OF ZHUHAI,
 22 HONG KONG GREE ELECTRIC
 APPLIANCE SALES, LTD., and MJC
 23 AMERICA, LTD.

24 Defendants.

) Case No.: 2:16-cv-6769 ODW (JCx)
) (Honorable Otis D. Wright II)

) STIPULATED PROTECTIVE
) ORDER

) Pretrial Conf. Date: November 19, 2018
) Discovery Cutoff: August 27, 2018
) Trial: December 11, 2018

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

2 As the parties have represented that discovery in this action is likely to involve
3 production of confidential, proprietary, or private information for which special
4 protection from public disclosure and from use for any purpose other than prosecuting
5 this litigation may be warranted, this Court enters the following Protective Order.
6 This Order does not confer blanket protections on all disclosures or responses to
7 discovery. The protection it affords from public disclosure and use extends only to
8 the limited information or items that are entitled to confidential treatment under the
9 applicable legal principles. Further, as set forth in Section 12.3, below, this Protective
10 Order does not entitle the parties to file confidential information under seal. Rather,
11 when the parties seek permission from the court to file material under seal, the parties
12 must comply with Civil Local Rule 79-5 and with any pertinent orders of the assigned
13 District Judge and Magistrate Judge.

14 **B. GOOD CAUSE STATEMENT**

15 In light of the nature of the claims and allegations in this case and the parties'
16 representations that discovery in this case will involve the production of confidential
17 records, and in order to expedite the flow of information, to facilitate the prompt
18 resolution of disputes over confidentiality of discovery materials, to adequately
19 protect information the parties are entitled to keep confidential, to ensure that the
20 parties are permitted reasonable necessary uses of such material in connection with
21 this action, to address their handling of such material at the end of the litigation, and to
22 serve the ends of justice, a protective order for such information is justified in this
23 matter. The parties shall not designate any information/documents as confidential
24 without a good faith belief that such information/documents have been maintained in a
25 confidential, non-public manner, and that there is good cause or a compelling reason
26 why it should not be part of the public record of this case.

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2. DEFINITIONS

- 1. Action: The instant action: Homesite Insurance Company of the Midwest, et al. v. Gree USA, Inc., et al., Case No.: 2:16-cv-6769.
- 2. Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.
- 3. “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), and as specified above in the Good Cause Statement.
- 4. “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” Information or Items: extremely sensitive “CONFIDENTIAL” Information or Items, the disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.
- 5. Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).
- 6. 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.”
- 7. Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.
- 8. Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

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

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

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

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

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

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

19 15. Protected Material: any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’
21 EYES ONLY.”

22 16. Receiving Party: a Party that receives Disclosure or Discovery Material
23 from a Producing Party.

24
25 **3. SCOPE**

26 The protections conferred by this Order cover not only Protected Material (as
27 defined above), but also (1) any information copied or extracted from Protected
28 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;

1 and (3) any deposition testimony, conversations, or presentations by Parties or their
2 Counsel that might reveal Protected Material, other than during a court hearing or at
3 trial.

4 Any use of Protected Material during a court hearing or at trial shall be
5 governed by the orders of the presiding judge. This Order does not govern the use of
6 Protected Material during a court hearing or at trial.

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8 **4. DURATION**

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

17 **5. DESIGNATING PROTECTED MATERIAL**

18 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

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

26 Mass, indiscriminate, or routinized designations are prohibited. Designations
27 that are shown to be clearly unjustified or that have been made for an improper
28 purpose (e.g., to unnecessarily encumber the case development process or to impose

1 unnecessary expenses and burdens on other parties) may expose the Designating Party
2 to sanctions.

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

6 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
7 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
8 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
9 under this Order must be clearly so designated before the material is disclosed or
10 produced.

11 Designation in conformity with this Order requires:

12 a) for information in documentary form (e.g., paper or electronic
13 documents, but excluding transcripts of depositions), that the Producing Party affix at
14 a minimum, the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL --
15 ATTORNEYS' EYES ONLY" to each page that contains protected material. If only a
16 portion or portions of the material on a page qualifies for protection, the Producing
17 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
18 markings in the margins).

19 A Party or Non-Party that makes original documents available for inspection
20 need not designate them for protection until after the inspecting Party has indicated
21 which documents it would like copied and produced. During the inspection and before
22 the designation, all of the material made available for inspection shall be deemed
23 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
24 copied and produced, the Producing Party must determine which documents, or
25 portions thereof, qualify for protection under this Order. Then, before producing the
26 specified documents, the Producing Party must affix the "CONFIDENTIAL", or
27 "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES ONLY" legend to each page
28 that contains Protected Material. If only a portion or portions of the material on a

1 page qualifies for protection, the Producing Party also must clearly identify the
2 protected portion(s) (e.g., by making appropriate markings in the margins).

3 b) for testimony given in depositions that the Designating Party
4 identifies on the record, before the close of the deposition as protected testimony.

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

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

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18 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
20 designation of confidentiality at any time that is consistent with the Court’s
21 Scheduling Order.

22 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
23 resolution process under Local Rule 37-1 et seq.

24 6.3 The burden of persuasion in any such challenge proceeding shall be on
25 the Designating Party. Frivolous challenges, and those made for an improper purpose
26 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
27 expose the Challenging Party to sanctions. Unless the Designating Party has waived
28 or withdrawn the confidentiality designation, all parties shall continue to afford the

1 material in question the level of protection to which it is entitled under the Producing
2 Party's designation until the Court rules on the challenge.

3
4 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is
6 disclosed or produced by another Party or by a Non-Party in connection with this
7 Action only for prosecuting, defending, or attempting to settle this Action. Such
8 Protected Material may be disclosed only to the categories of persons and under the
9 conditions described in this Order. When the Action has been terminated, a Receiving
10 Party must comply with the provisions of Section 13 below.

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

14 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
15 otherwise ordered by the court or permitted in writing by the Designating Party, a
16 Receiving Party may disclose any information or item designated "CONFIDENTIAL"
17 only to:

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

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

23 c) Experts (as defined in this Order) of the Receiving Party to whom
24 disclosure is reasonably necessary for this Action and who have signed the
25 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

26 d) the court and its personnel;

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1 e) private court reporters and their staff to whom disclosure is
2 reasonably necessary for this Action and who have signed the “Acknowledgment and
3 Agreement to Be Bound” (Exhibit A);

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

7 g) the author or recipient of a document containing the information or
8 a custodian or other person who otherwise possessed or knew the information;

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

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

20 7.3 Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
21 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
22 writing by the Designating Party, a Receiving Party may disclose any information or
23 item designated “CONFIDENTIAL” only to:

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

1 b) 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 c) the court and its personnel;

5 d) private court reporters and their staff to whom disclosure is
6 reasonably necessary for this Action and who have signed the “Acknowledgment and
7 Agreement to Be Bound” (Exhibit A);

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

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

13 g) any mediator or settlement officer, and their supporting personnel,
14 mutually agreed upon by any of the parties engaged in settlement discussions.
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16 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
17 **OTHER LITIGATION**

18 If a Party is served with a subpoena or a court order issued in other litigation
19 that compels disclosure of any information or items designated in this Action as
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
21 ONLY,” that Party must:

22 a) promptly notify in writing the Designating Party. Such notification
23 shall include a copy of the subpoena or court order unless prohibited by law;

24 b) promptly notify in writing the party who caused the subpoena or
25 order to issue in the other litigation that some or all of the material covered by the
26 subpoena or order is subject to this Protective Order. Such notification shall include a
27 copy of this Protective Order; and
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1 c) cooperate with respect to all reasonable procedures sought to be
2 pursued by the Designating Party whose Protected Material may be affected.

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

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

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

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

25 (1) promptly notify in writing the Requesting Party and the
26 Non-Party that some or all of the information requested is subject to a confidentiality
27 agreement with a Non-Party;
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1 (2) promptly provide the Non-Party with a copy of the
2 Protective Order in this Action, the relevant discovery request(s), and a reasonably
3 specific description of the information requested; and

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

6 c) If a Non-Party represented by counsel fails to commence the
7 process called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving
8 the notice and accompanying information or fails contemporaneously to notify the
9 Receiving Party that it has done so, the Receiving Party may produce the Non-Party's
10 confidential information responsive to the discovery request. If an unrepresented
11 Non-Party fails to seek a protective order from this court within 14 days of receiving
12 the notice and accompanying information, the Receiving Party may produce the Non-
13 Party's confidential information responsive to the discovery request. If the Non-Party
14 timely seeks a protective order, the Receiving Party shall not produce any information
15 in its possession or control that is subject to the confidentiality agreement with the
16 Non-Party before a determination by the court unless otherwise required by the law or
17 court order. Absent a court order to the contrary, the Non-Party shall bear the burden
18 and expense of seeking protection in this court of its Protected Material.

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

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
21 Protected Material to any person or in any circumstance not authorized under this
22 Protective Order, the Receiving Party must immediately (a) notify in writing the
23 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
24 unauthorized copies of the Protected Material, (c) inform the person or persons to
25 whom unauthorized disclosures were made of all the terms of this Order, and (d)
26 request such person or persons to execute the "Acknowledgment and Agreement to Be
27 Bound" (Exhibit A).
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11. **INADVERTENT PRODUCTION OF PRIVILEGED OR
OTHERWISE PROTECTED MATERIAL**

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

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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.** 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 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 and with any pertinent orders of the assigned District Judge and Magistrate Judge. 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.

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Attorneys for Defendants
GREE USA, INC., GREE ELECTRIC
APPLIANCES, INC. OF ZHUHAI,
HONG KONG GREE ELECTRICAL
APPLIANCE SALES, LTD. |
AND MJC AMERICA, LTD.

DATED: 10/16/17

COZEN O'CONNOR

By -/S/-
Nathan M. Dooley
William N. Clark, Jr. (PHV)
Attorneys for Plaintiffs

IT IS SO ORDERED

DATED: October 16, 2017

 /s/
Honorable Jacqueline Chooljian
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury that
5 I have read in its entirety and understand the Protective Order that was issued by the
6 United States District Court for the Central District of California on October 16, 2017
7 in the case of Homesite Insurance Company of the Midwest, et al. v. Gree USA, Inc.,
8 et al., Case No.: 2:16-cv-6769. I agree to comply with and to be bound by all the
9 terms of this Protective Order and I understand and acknowledge that failure to so
10 comply could expose me to sanctions and punishment in the nature of contempt. I
11 solemnly promise that I will not disclose in any manner any information or item that is
12 subject to this Protective Order to any person or entity except in strict compliance with
13 the provisions of this Order.
14

15 I further agree to submit to the jurisdiction of the United States District Court
16 for the Central District of California for the purpose of enforcing the terms of this
17 Protective Order, even if such enforcement proceedings occur after termination of this
18 action. I 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 Protective Order.

22 Date: _____

23 City and State where sworn and signed: _____

24 Printed name: _____

25 **Signature:** _____
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