

CHAMBERS COPY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

NOTE CHANGES MADE BY THE COURT

NOTE CHANGES MADE BY THE COURT

HDMI LICENSING, LLC,
Plaintiff

v.

TOMTOP GROUP, LTD.; and
SHENZHEN TOMTOP
TECHNOLOGY CO., LTD.
Defendants.

Case No. 2:16-cv-06923-JFW-AGR

STIPULATED PROTECTIVE ORDER

NOTE CHANGES MADE BY THE COURT

IT IS HEREBY STIPULATED by the parties¹ to the above-captioned action (“Parties”, each a “Party”, and “Action”, respectively) by and through their undersigned counsel of record that, pursuant to Federal Rule of Civil Procedure 26(c), the Parties have agreed to the following terms of confidentiality. Therefore, the Court, having found that good cause exists for the issuance of this appropriately tailored Stipulated Protective Order (“Protective Order”), which governs the pre-trial phase of this Action, has hereby ORDERED as follows:

AGR

~~ORDERED that any person subject to this Order including, without limitation, the Parties to this Action, their representatives, agents, experts and consultants, all third parties providing discovery in this action, and all other interested~~

¹ Pursuant to the Joint Stipulation to Substitute Party, filed with the Court today, HDMI Licensing Administrator, Inc., upon order of the Court, will be substituted as Plaintiff in place of HDMI Licensing, LLC.

AGR

1 ~~persons with actual or constructive notice of this Order shall adhere to the~~
2 ~~following terms, upon pain of contempt.~~
3

4 **SCOPE OF THE PROTECTIVE ORDER**

5 1. This Protective Order shall govern the handling of confidential,
6 proprietary or trade secret information produced by or on behalf of any Producing
7 Party (as defined below) furnished by any person associated with any Producing Party
8 (as defined below) on or after the date of this Protective Order in documents,
9 information contained in documents, deposition testimony, deposition exhibits,
10 deposition transcripts, written discovery requests, interrogatory responses, responses
11 to requests to admit, and responses to requests for documents, and any other
12 information or material or things produced, given or exchanged and any information
13 contained therein or derived therefrom, including, without limitation, documents,
14 materials and things produced pursuant to Rules 34 and 45 of the Federal Rules of
15 Civil Procedure in this Action (“Discovery Material”).
16
17
18
19

20 2. Nothing in this Protective Order shall prevent disclosure beyond the
21 terms of this Protective Order if the designating Party consents in writing to such
22 disclosure or if the Court allows such disclosure.
23

24 **TWO-TIERED DESIGNATIONS**

25 3. Any Party, non-Party, person or entity producing Discovery Material in
26 this Action (“Producing Party”) may designate such Discovery Material, in
27

1 appropriate circumstances, as (1) "CONFIDENTIAL" or (2) "CONFIDENTIAL –
2 ATTORNEYS' EYES ONLY". All "CONFIDENTIAL" designations must be based
3 on a good faith belief that the Discovery Material so designated contains non-public,
4 confidential, proprietary, commercially sensitive information, and/or information
5 subject to a legally protected right of privacy. All "CONFIDENTIAL -
6 ATTORNEYS EYES' ONLY" designations must be based on a good faith belief that
7 the Discovery Material so designated contains extremely sensitive confidential
8 information, the disclosure of which would create a substantial risk of serious
9 competitive injury. The identification of Discovery Material with either of these
10 designations is referred to herein as "Confidential Designation" or "Designated
11 Pursuant To This Protective Order."

12 TIME AND MANNER OF DESIGNATION

13 4. The Confidential Designation of Discovery Material shall be made by
14 written notice in the Discovery Material by affixing, stamping or otherwise clearly
15 marking the words "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS'
16 EYES ONLY" to every page in a location that makes the Confidential Designation
17 readily apparent and in a manner that does not interfere with the legibility. Wherever
18 practicable, the Confidential Designation shall be made prior to, or
19 contemporaneously with, the production or disclosure of Discovery Material.
20
21
22
23
24
25
26
27

1 a. In the case of electronically stored Discovery Material produced in
2 native format, a Confidential Designation shall be made by including
3 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in
4 the file or directory name, or by affixing the legend “CONFIDENTIAL” or
5 “CONFIDENTIAL - ATTORNEYS ONLY” to the media containing the
6 Discovery Material (e.g., CD-ROM, thumb drive, floppy disk, DVD, etc.);

7
8
9 b. in the case of deposition testimony, documents submitted as exhibits to a
10 deposition, or any other pre-trial testimony, a Confidential Designation shall be
11 made either by a statement on the record, by counsel, at the time of such
12 disclosure or before the conclusion of the deposition or testimony or by written
13 notice sent to all Parties within ten (10) days after receipt of the final transcript;
14 provided that only those portions of the transcript designated as
15 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
16 shall be deemed “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’
17 EYES ONLY”. The transcript of testimony shall reasonably delineate the
18 beginning and end of testimony Designated Pursuant To This Protective Order
19 and non-designated testimony, with any page of the transcript that contains
20 testimony Designated Pursuant To This Protective Order bearing a prominent
21 Confidential Designation. Testimony relating to exhibits Designated Pursuant
22 To This Protective Order shall be designated the same as such exhibits.
23
24
25
26
27

1 Separate transcripts of testimony Designated Pursuant To This Protective Order
2 and non-designated testimony shall not be prepared.
3

4 5. A Party shall have the right to request a Confidential Designation for
5 Discovery Material called for by another Party's subpoena to a non-Party, in cases
6 where the Discovery Material was provided by the Party to the non-Party, or vice-
7 versa, pursuant to an agreement that the Discovery Material was primarily provided
8 on a confidential or highly confidential basis, provided such request is made to the
9 non-Party, and copied to the other Party, within fourteen (14) days of production of
10 the Discovery Material to the requesting Party. Further, if Discovery Material marked
11 with a Confidential Designation is called for in a subpoena by a non-Party to this
12 Action, the non-Party to whom the subpoena is directed shall immediately give
13 written notice thereof to each Party that has designated the Discovery Material and
14 shall provide each such designating Party with an opportunity to object to the
15 production of such Discovery Material in response to the subpoena.
16
17
18
19

20 6. In the event that a Producing Party makes Discovery Material available
21 for inspection rather than delivering copies of Discovery Material to another Party, no
22 Confidential Designation need be made in advance of the initial inspection. For
23 purposes of the initial inspection, all Discovery Material shall be considered as having
24 been designated at least "CONFIDENTIAL – ATTORNEYS' EYES ONLY".
25

26
27 **USE OF DESIGNATED DISCOVERY MATERIAL**

1 7. **“CONFIDENTIAL”**: Except as set forth herein or unless otherwise
2 ordered by the Court or upon prior express written consent of the Parties, all
3 Discovery Material designated **“CONFIDENTIAL”** may be disclosed to:
4

5 a. outside counsel representing the Parties in this Action, provided that
6 counsel has entered an appearance in this case. This includes clerical,
7 secretarial and administrative employees of such counsel assigned to assist in
8 the preparation of this Action (**“Outside Counsel of Record”**);
9

10 b. three (3) internal representatives of each Party who are designated in
11 writing by each Party to this Action to all other Parties to this Action
12 immediately following the entry of this Protective Order, provided, however,
13 that disclosure may be made only to the extent deemed reasonably necessary by
14 Outside Counsel of Record for the purpose of assisting in the prosecution or
15 defense of the Action for use in accordance with this Protective Order and not
16 for any business, governmental or regulatory purpose or function, except as
17 may be subpoenaed by any court, administrative or legislative body;
18

19 c. the Court, or any Court personnel, and court reporters or videographers
20 transcribing or recording testimony in a hearing, deposition or at trial in this
21 Action;
22

23 d. any person identified from the four corners of the Discovery Material
24 itself as having authored or previously received the Discovery Material;
25
26
27

1 e. subject to Paragraph 9, any person with whom a Party may deem it
2 necessary to consult concerning technical, financial, legal or other aspects of
3 this case for the preparation or trial thereof, provided such person is not an
4 employee of such Party and has not been a consultant within the last year for
5 such Party except as an expert specially retained for or in anticipation of
6 litigation or preparation for trial in any case (“Independent Expert”), provided
7 such Independent Expert has executed an undertaking in the form attached as
8 Exhibit A hereto;
9

10
11
12 f. subject to Paragraph 10, witnesses or deponents in this Action and their
13 counsel, only to the extent necessary to prepare for or conduct testimony or
14 depositions in this Action, and provided such witnesses or deponents have
15 executed an undertaking in the form attached as Exhibit A hereto; and
16

17 g. any other persons who may be specifically designated by consent of all
18 Outside Counsel of Record or pursuant to an order of the Court, provided such
19 persons have executed an undertaking in the form attached as Exhibit A hereto.
20

21 8. **“CONFIDENTIAL – ATTORNEYS’ EYES ONLY”**: Except as set
22 forth herein or unless otherwise ordered by the Court or by prior express written
23 consent of the Parties, all Discovery Material designated **“CONFIDENTIAL –**
24 **ATTORNEYS’ EYES ONLY”** may be disclosed to:
25

26 a. Outside Counsel of Record;
27

1 b. the Court, or any Court personnel, and court reporters or videographers
2 transcribing or recording testimony in a hearing, deposition or at trial in this
3 Action;
4

5 c. any person identified from the four corners of the Discovery Material
6 itself as having authored or previously received the Discovery Material;
7

8 d. subject to Paragraph 9, any Independent Expert, provided such
9 Independent Expert has executed an undertaking in the form attached as Exhibit
10 A hereto; and
11

12 e. any other persons who may be specifically designated by consent of all
13 Outside Counsel of Record or pursuant to an order of the Court, provided such
14 persons have executed an undertaking in the form attached as Exhibit A hereto.
15

16 9. Notwithstanding Paragraph 7(e) and 8(d), Discovery Material Designated
17 Pursuant To This Protective Order may be disclosed to persons listed therein only to
18 the extent necessary for such Independent Expert to prepare a written opinion, to
19 prepare to testify, or to assist counsel in this Action, provided that such Independent
20 Expert (i) is not currently an employee of, or advising or discussing employment with,
21 or consultant to, any Party or any competitor or potential transaction counterparty of
22 any Party, as far as the Independent Expert can reasonably determine, and (ii) is using
23 said Discovery Material solely in connection with this Action. Independent Experts
24 are hereby specifically advised, informed, and otherwise on actual notice that their
25
26
27

1 written work product that contains or discloses the substance of Discovery Material
2 Designated Pursuant To This Protective Order is subject to all the provisions of this
3 Protective Order. Counsel for the Party showing, providing, or disclosing Discovery
4 Material Designated Pursuant To This Protective Order to any person required to
5 execute an undertaking pursuant to this Protective Order shall be responsible for
6 obtaining such signed undertaking and retaining the original, executed copy thereof.
7
8

9 10. Notwithstanding Paragraph 7(f), Discovery Material Designated Pursuant
10 To This Protective Order may be disclosed to persons listed therein only after such
11 witness or deponent is first provided with a copy of this Protective Order and (i)
12 confirms his or her understanding and agreement to abide by the terms of this
13 Protective Order by making such a statement on the record, and by signing an
14 undertaking in the form attached as Exhibit A hereto, or (ii) a court of competent
15 jurisdiction orders him or her to abide by the terms of this Protective Order. Counsel
16 for the Party showing, providing, or disclosing Discovery Material Designated
17 Pursuant To This Protective Order to any person required to execute an undertaking
18 pursuant to this Protective Order shall be responsible for obtaining such signed
19 undertaking and retaining the original, executed copy thereof.
20
21
22
23

24 11. The procedure for the Party seeking to reveal Discovery Material
25 Designated Pursuant To This Protective Order to any of the persons referred to in
26 Paragraphs 7(e), 7(f), 7(g), 8(d), and 8(e) above shall be as follows:
27

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

a. The Party seeking to reveal such Discovery Material Designated Pursuant To This Protective Order shall, at least ten (10) days prior to the intended date of disclosure of such Discovery Material to such persons, provide the following information to the designating Party:

- i. a specific identification of the Discovery Material that the Party is seeking to reveal to such persons;
- ii. a short statement of the reason for the proposed disclosure of the Discovery Material;
- iii. the name and business address and telephone number of the person to whom the Party desires to reveal Discovery Material Designated Pursuant To This Protective Order; and
- iv. the name, address, and business or professional affiliation and job title of the persons to whom the Party desires to reveal Discovery Material Designated Pursuant To This Protective Order.

b. In addition, the Party seeking to reveal Discovery Material Designated Pursuant To This Protective Order shall first provide the person with a copy of this Protective Order and shall obtain, from such person, an executed undertaking in the form attached as Exhibit A, stating that the person has read this Protective Order, understands its provisions, agrees to be bound hereby, and agrees to be subject to the jurisdiction of this Court in any proceedings

1 relative to the enforcement of the Protective Order. Counsel shall maintain a
2 complete record of every original signed undertaking obtained from any person
3 pursuant to this Protective Order.
4

5 c. Within ten (10) days of receipt of the information described in Paragraph
6 10(a) and undertaking described in Paragraph 10(b), the designating Party may
7 object in writing to the disclosure of Discovery Material Designated Pursuant
8 To This Protective Order to the person whom the requesting Party seeks to
9 disclose such Discovery Material, if the designating Party believes that there is
10 a reasonable likelihood that such person:
11

- 12 i. is not an Independent Expert;
- 13 ii. may use the Discovery Material Designated Pursuant To This
14 Protective Order for purposes other than the preparation or trial of this
15 case; or
16 iii. possesses confidential information of the designating Party.
17

18 Failure to object in writing within ten (10) days to the proposed
19 disclosure of Discovery Material Designated Pursuant To This Protective
20 Order shall be deemed consent to such disclosure.
21

22 d. If an objection to the disclosure of Discovery Material Designated
23 Pursuant To This Protective Order pursuant to this Paragraph 10 is not resolved
24 by the Parties within ten (10) days of service of the written notice of objection
25
26
27

1 described in Paragraph 10(c), the requesting Party may file a motion with
2 respect to such objection within twenty (20) days of service of the notice of
3 objection. If such a motion is filed, the disclosure of Discovery Material
4 Designated Pursuant To This Protective Order to the person objected to shall be
5 withheld pending the ruling of the Court on any such motion.
6
7

8 No copies, extracts, or summaries of any Discovery Material Designated
9 Pursuant To This Protective Order shall be made except by or on behalf of Outside
10 Counsel of Record. Any such copies, extracts, or summaries shall also be designated
11 and treated as "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES
12 ONLY", respectively, and shall not be delivered or exhibited to any persons except as
13 provided by this Protective Order.
14
15

16 12. Any document or thing containing or embodying "CONFIDENTIAL" or
17 "CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information that is to be filed in
18 this action shall be filed with an application to file /
19 under seal in accordance with Local Rule 79-5 concerning
20 protective orders and the filing of confidential information under seal. Documents
21 filed under seal shall be served upon all counsel of record via electronic mail on the
22 same day they are filed. Local Rule 79-5 shall apply.
23 ~~Outside counsel of record for the parties are hereby~~
24 ~~authorized to be the persons who may retrieve confidential exhibits and/or other~~
25 ~~confidential matters filed with the Court upon termination of this litigation without~~
26 ~~further order of this Court, and are the persons to whom such confidential exhibits or~~
27

Ad

Ad

1 ~~other confidential matters may be returned by the Clerk of the Court, if they are not so~~
2 ~~retrieved. No material or copies thereof so filed shall be released except by order of~~
3 ~~the Court, to outside counsel of record, or as otherwise provided for hereunder.~~

AGR

4
5 ~~For the convenience of the Parties and the Court, and subject to the Court~~
6 ~~allowing it, a Party that submits a Filing containing any Confidential Designation as~~
7 ~~well as non-confidential material may file the entire Filing under seal; however, the~~
8 ~~Filing shall particularly designate and delineate the Discovery Material that is subject~~
9 ~~to a Confidential Designation. Any Filings not filed under seal shall have deleted or~~
10 ~~otherwise redacted therefrom all Discovery Material subject to a Confidential~~
11 ~~Designation and all portions of such pleadings or papers that would disclose the~~
12 ~~substance of Discovery Material subject to a Confidential Designation, provided,~~
13 ~~however, that any Discovery Material subject to a Confidential Designation served~~
14 ~~upon Outside Counsel of Record need not have said Discovery Materials deleted or~~
15 ~~otherwise redacted therefrom. If any Party fails to file Discovery Material Designated~~

16 Pursuant to this Protective Order with an application to file under seal or to properly designate, delete
17 or redact the Discovery Materials Designated Pursuant To This Protective Order from
18 the Filing, the Producing Party or the Party claiming the confidentiality of the
19 Discovery Materials may request that the Court place the Filings under seal.

AGR

20
21
22
23
24
25 13. Discovery Material shall be used solely for purposes of this Action, and
26 shall not be used for any other purpose, including, without limitation, any business,
27

1 commercial, governmental or regulatory purpose or function, or any other litigation or
2 proceeding, except as may be subpoenaed by any court or administrative or legislative
3 body, provided, however, that the foregoing shall not apply to Discovery Material that
4 is, or becomes, part of the public record.
5

6 **USE OF DESIGNATED DISCOVERY MATERIAL IN COURT**
7

8 14. Neither the provisions of this Protective Order nor the filing of any
9 Discovery Material under seal shall prevent the use, in open court, at any hearing or at
10 trial of this case, of any Discovery Material that is subject to this Protective Order or
11 filed under seal pursuant to its provisions. The Parties shall meet and confer
12 concerning appropriate methods for dealing with Discovery Material Designated
13 Pursuant To This Protective Order at hearings and at trial.
14
15

16 **FAILURE TO DESIGNATE**
17

18 15. The inadvertent failure to make a Confidential Designation of Discovery
19 Material shall not constitute a waiver of such claim and may be corrected. A
20 Producing Party may give written notice to the receiving Party, including copies of the
21 Discovery Material appropriately Designated Pursuant To This Protective Order, that
22 the Discovery Material is deemed Designated Pursuant To The Protective Order and
23 should be treated as such in accordance with the provisions of this Protective Order.
24 Upon receiving such notification of the Confidential Designation of the Discovery
25 Material, the receiving Party shall use its reasonable and good faith efforts to collect
26
27

1 any and all copies of the inadvertently-produced Discovery Material from persons not
2 entitled access to such Discovery Material had it initially been properly designated,
3 and the Discovery Material shall thereafter be treated as if it had been timely
4 Designated Pursuant To This Protective Order. If the receiving Party is subject to
5 excessive costs or burden in connection with undertaking to comply with this
6 Paragraph, then the Producing Party shall reimburse the receiving Party for the
7 reasonable expenses incurred in connection therewith. In no event shall the
8 inadvertent disclosure by the Producing Party of Discovery Material without the
9 appropriate Confidential Designation be deemed to be a waiver in whole or in part of
10 the Producing Party's claim of confidentiality, either as to the specific information
11 disclosed or as to any other information relating thereto or on the same or a related
12 subject.

13
14
15
16
17 **INADVERTENT DISCLOSURE OF PRIVILEGED INFORMATION**

18 16. Any inadvertent production of Discovery Material containing privileged
19 information shall not be deemed to be a waiver of the attorney-client privilege, work
20 product doctrine or any other applicable privilege or doctrine. Each Party specifically
21 reserves the right to demand the return of any privileged document or other Discovery
22 Material that it may produce inadvertently during discovery if the Party determines
23 that such Discovery Material contains privileged information. After receiving notice
24 of such inadvertent production by the Producing Party, the receiving Party shall make
25
26
27

1 reasonable and good faith efforts to locate and return to the Producing Party all copies
2 of such inadvertently-produced Discovery Material. If the receiving Party is subject
3 to excessive costs or burden in connection with undertaking to comply with this
4 Paragraph, then the Producing Party shall reimburse the receiving Party for the
5 reasonable expenses incurred in connection therewith.
6

7
8 **CHALLENGING THE STATUS OF DESIGNATED INFORMATION**

9 17. Unless and until otherwise ordered by the Court or agreed to in writing
10 by the Parties, all Discovery Material Designated Pursuant To This Protective Order
11 shall be treated in accordance with its designation and shall not be disclosed except
12 under the terms of this Protective Order.
13

14 18. In the event that a Party challenges another Party's Confidential
15 Designation, counsel shall make a good faith effort to resolve the dispute, by the
16 following procedure:
17

18 a. The Party objecting to the designation of Discovery Material as
19 "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES ONLY",
20 may, in writing, request that the designating Party remove or change the
21 Confidential Designation. Such written request shall specifically identify the
22 Discovery Material at issue.
23

24 b. The designating Party shall respond in writing within ten (10) business
25 days of receipt of the written request, or within such other period of time as
26
27

1 may be designated by order of the Court or agreed to by the Parties. If the
2 designating Party refuses to remove or change the Confidential Designation as
3 requested, its written response shall state the reasons for this refusal.
4 Notwithstanding the foregoing, failure to provide a timely written response
5 shall be deemed a refusal of the request.
6

7
8 c. If the designating Party fails to respond to a request or refuses to remove
9 or change the designation, the Party requesting re-designation shall have twenty
10 (20) days to file a motion seeking such re-designation. It shall be the burden of
11 the designating Party under such circumstances to establish by a preponderance
12 of the evidence that the information is correctly designated within the meaning
13 of this Protective Order.
14

15
16 d. In the event of such a motion, the Discovery Material at issue may be
17 submitted to the Court for in camera inspection.
18

19 19. This Protective Order shall not constitute a waiver of either Party's rights
20 under the Federal Rules of Civil Procedure or the Local Rules of this Court.

21 **MISCELLANEOUS**

22
23 20. No later than sixty (60) days after the final adjudication of this Action,
24 including any appeals, and upon written request by a designating Party, all Discovery
25 Material Designated Pursuant To This Protective Order shall be returned to the
26 designating Party or shall be destroyed, unless a motion seeking modification of this
27

1 Protective Order is filed. In the event that such materials are destroyed, the person(s)
2 responsible for such destruction shall certify in writing to the completion and manner
3 of destruction. Notwithstanding the foregoing, a Party may retain one archival copy
4 of each pleading, ruling and order, each deposition, hearing, and trial transcript and
5 exhibit, and correspondence maintained by the Parties' Outside Counsel of Record in
6 their respective litigation files in the ordinary course of business.
7
8

9 21. Nothing in this Protective Order shall limit any Producing Party's use or
10 disclosure of its own Discovery Material for any purpose, nor shall it impose any
11 restrictions on the use or disclosure by any person of Discovery Material Designated
12 Pursuant To This Protective Order obtained lawfully by such person independently of
13 the discovery proceedings in this Action, and not otherwise subject to confidentiality
14 restrictions.
15
16

17 22. The Court retains jurisdiction to make such amendments, modifications
18 and additions to this Protective Order as it may from time to time deem appropriate.
19 Either Party may make a request to the Court for any reasonable amendment to this
20 Protective Order to facilitate the efficient and appropriate handling of Discovery
21 Material Designated Pursuant To This Protective Order.
22
23

24 23. Nothing in this Protective Order shall prevent or otherwise restrict
25 Outside Counsel of Record from rendering advice to their clients and in the course
26 thereof, relying generally on examination and review of Discovery Material
27

1 Designated Pursuant To This Protective Order; provided, however, that in rendering
2 such advice or otherwise communicating with such client, counsel shall not make
3 specific disclosure of Discovery Material Designated Pursuant To This Protective
4 Order.
5

6 24. Nothing in this Protective Order constitutes an admission by any party
7 that Discovery Material Designated Pursuant To This Protective Order disclosed in
8 this case is relevant or admissible. Each party specifically reserves the right to object
9 to the use or admissibility of all disclosed Discovery Material Designated Pursuant To
10 This Protective Order, in accordance with applicable laws and court rules.
11
12

13 **STIPULATED AND APPROVED FOR ENTRY BY:**

<p>14 HINSHAW AND CULBERTSON 15 LLP</p> <p>16 BY: <u>/s/ Filomena E. Meyer</u> 17 Filomena E. Meyer 18 fmeyer@hinshawlaw.com 19 11601 Wilshire Boulevard, Suite 800 20 Los Angeles, CA 90025 21 Telephone: (310) 909-8000 22 Facsimile: (310) 909-8001 <i>Attorney for Defendants</i></p> <p>23 DATED: <u>April 3, 2017</u></p>	<p>BESHADA FARNESE LLP</p> <p>BY: <u>/s/ Peter J. Farnese</u> Peter J. Farnese pjf@beshadafarneselaw.com 10250 Constellation Blvd., Suite 2300 Los Angeles, California 90067 Telephone: (310) 356-4668 Facsimile: (310) 388-1232 <i>Attorney for Plaintiff</i></p> <p>DATED: <u>April 3, 2017</u></p>
---	--

24 FOOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

25 Dated: 4/6/2017

26 *Alicia G. Rosenberg*
27 Hon. Alicia G. Rosenberg
28 United States Magistrate Judge

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

HDMI LICENSING, LLC,
Plaintiff

v.

TOMTOP GROUP, LTD.; and
SHENZHEN TOMTOP
TECHNOLOGY CO., LTD.
Defendants.

Case No. 2:16-cv-06923-JFW-AGR

STIPULATED PROTECTIVE ORDER

UNDERTAKING

I, _____, hereby certify that I have read the Stipulated Protective Order (the “Order”) entered in the above-captioned case on _____, 2017, and that I understand the terms, conditions and restrictions it imposes on any person given access to “CONFIDENTIAL” and/or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (collectively, “Confidential Designation”) materials. I recognize that I am bound by the terms of that Order, and I agree to comply with those terms.

I will not disclose Confidential Designation materials to anyone other than persons specifically authorized by the Order and agree to return all such materials that come into my possession to counsel from whom I received such materials. I hereby

1 consent to be subject to the personal jurisdiction of the United States District Court for
 2 the Central District of California with respect to any proceedings relative to the
 3 enforcement of the Order, including any proceeding related to contempt of Court. I
 4 hereby appoint _____ [print or type full name] of
 5 _____ [print or type full address and
 6 telephone number] as my California agent for service of process in connection with
 7 this action or any proceedings related to enforcement of the Order.
 8
 9

10 I declare under penalty of perjury under the laws of the United States that the
 11 foregoing is true and correct and that this Undertaking is executed this ____ day of
 12 _____, 2017.
 13

14 _____
 15 (Signature)

16 _____
 17 Business Address

18 _____
 19 Business Phone

20 _____
 21 Employer/Business

22 _____
 23 Job Title/Description