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NFL ENTERPRISES LLC

21 UNITED STATES DISTRICT COURT
22 CENTRAL DISTRICT OF CALIFORNIA

23 NAGRAVISION SA and OPENTV,
24 INC.,

25 Plaintiffs,

26 v.

27 NFL ENTERPRISES, LLC,

28 Defendant.

CASE NO. 2:17-CV-03919-AB-SK

**DISCOVERY DOCUMENT:
REFERRED TO MAGISTRATE
JUDGE STEVE KIM**

**STIPULATED PROTECTIVE
ORDER**

1 WHEREAS, Plaintiff OpenTV, Inc. and Defendant NFL Enterprises, LLC,
2 hereafter referred to as “the Parties,” believe that certain information that is or will
3 be encompassed by discovery demands by the Parties involves the production or
4 disclosure of trade secrets, confidential business information, or other proprietary
5 information;

6 WHEREAS, the Parties seek a protective order limiting disclosure thereof in
7 accordance with Federal Rule of Civil Procedure 26(c):THEREFORE, it is hereby
8 stipulated among the Parties and ORDERED that:

9 1. Each Party may designate as confidential for protection under this Order,
10 in whole or in part, any document, information or material that constitutes or
11 includes, in whole or in part, confidential or proprietary information or trade secrets
12 of the Party or a Third Party to whom the Party reasonably believes it owes an
13 obligation of confidentiality with respect to such document, information or material
14 (“Protected Material”). Protected Material shall be designated by the Party
15 producing it by affixing a legend or stamp on such document, information or
16 material as follows: “CONFIDENTIAL.” The word “CONFIDENTIAL” shall be
17 placed clearly on each page of the Protected Material (except deposition and hearing
18 transcripts) for which such protection is sought. For deposition and hearing
19 transcripts, the word “CONFIDENTIAL” shall be placed on the cover page of the
20 transcript (if not already present on the cover page of the transcript when received
21 from the court reporter) by each attorney receiving a copy of the transcript after
22 that attorney receives notice of the designation of some or all of that transcript as
23 “CONFIDENTIAL.”

24 2. Any document produced under Patent Rules 2-2, 3-2, and/or 3-4
25 before issuance of this Order with the designation “Confidential” or “Confidential -
26 Outside Attorneys’ Eyes Only” shall receive the same treatment as if designated
27 “RESTRICTED - ATTORNEYS’ EYES ONLY” under this Order, unless and until
28

1 such document is redesignated to have a different classification under this Order.

2 3. With respect to documents, information or material designated
3 “CONFIDENTIAL, “RESTRICTED - ATTORNEYS’ EYES ONLY,” or
4 “RESTRICTED CONFIDENTIAL SOURCE CODE” (“DESIGNATED
5 MATERIAL”),¹ subject to the provisions herein and unless otherwise stated, this
6 Order governs, without limitation: (a) all documents, electronically stored
7 information, and/or things as defined by the Federal Rules of Civil Procedure; (b)
8 all pretrial, hearing or deposition testimony, or documents marked as exhibits or for
9 identification in depositions and hearings; (c) pretrial pleadings, exhibits to pleadings
10 and other court filings; (d) affidavits; and (e) stipulations. All copies, reproductions,
11 extracts, digests and complete or partial summaries prepared from any
12 DESIGNATED MATERIALS shall also be considered DESIGNATED
13 MATERIAL and treated as such under this Order.

14 4. A designation of Protected Material (i.e., “CONFIDENTIAL,”
15 “RESTRICTED - ATTORNEYS’ EYES ONLY,” or “RESTRICTED
16 CONFIDENTIAL SOURCE CODE”) may be made at any time. Inadvertent or
17 unintentional production of documents, information or material that has not been
18 designated as DESIGNATED MATERIAL shall not be deemed a waiver in whole
19 or in part of a claim for confidential treatment. Any party that inadvertently or
20 unintentionally produces Protected Material without designating it as
21 DESIGNATED MATERIAL may request destruction of that Protected Material by
22 notifying the recipient(s), as soon as reasonably possible after the producing Party
23 becomes aware of the inadvertent or unintentional disclosure, and providing
24 replacement Protected Material that is properly designated. The recipient(s) shall
25 then destroy all copies of the inadvertently or unintentionally produced Protected

26 _____
27 ¹ The term DESIGNATED MATERIAL is used throughout this Protective Order to
28 refer to the class of materials designated as “CONFIDENTIAL,” “RESTRICTED -
ATTORNEYS’ EYES ONLY,” or “RESTRICTED CONFIDENTIAL SOURCE
CODE,” both individually and collectively.

1 Materials and any documents, information or material derived from or based thereon.

2 5. "CONFIDENTIAL" documents, information and material may be
3 disclosed only to the following persons, except upon receipt of the prior written
4 consent of the designating party, upon order of the Court, or as set forth in
5 paragraph 12 herein:

- 6
- 7 a) outside counsel of record in this Action for the Parties;
- 8 b) employees of such counsel assigned to and reasonably
9 necessary to assist such counsel in the litigation of this Action;
- 10 c) in-house counsel for the Parties who either have responsibility
11 for making decisions dealing directly with the litigation of this
12 Action;
- 13 d) up to and including three (3) designated representatives of
14 each of the Parties to the extent reasonably necessary for the
15 litigation of this Action, except that either party may in good
16 faith request the other party's consent to designate one or
17 more additional representatives, the other party shall not
18 unreasonably withhold such consent, and the requesting party
19 may seek leave of Court to designate such additional
20 representative(s) if the requesting party believes the other party
21 has unreasonably withheld such consent;
- 22 e) outside consultants or experts (*i.e.*, not existing employees or
23 affiliates of a Party or an affiliate of a Party) retained for the
24 purpose of this litigation, provided that: (1) such consultants or
25 experts are not presently employed by the Parties hereto for
26 purposes other than this Action; (2) before access is given, the
27 consultant or expert has completed the Undertaking attached as
28 Appendix A hereto and the same is served upon the producing
Party with a current curriculum vitae of the consultant or expert
at least ten (10) days before access to the Protected Material is to
be given to that consultant or Undertaking to object to and notify
the receiving Party in writing that it objects to disclosure of
Protected Material to the consultant or expert. The Parties agree to
promptly confer and use good faith to resolve any such objection.

1 If the Parties are unable to resolve any objection, the objecting
2 Party may file a motion with the Court within fifteen (15) days
3 of the notice, or within such other time as the Parties may agree,
4 seeking a protective order with respect to the proposed disclosure.
5 The objecting Party shall have the burden of proving the need for
6 a protective order. No disclosure shall occur until all such
7 objections are resolved by agreement or Court order;

8 f) counsel for third parties that provide to Defendant, pursuant to
9 a written agreement, products, services, or software that are
10 incorporated into, relied on, or combined with a product or service
11 that is accused of infringement in this action, provided that, before
12 access is given, that third-party counsel has completed the
13 Undertaking attached as Appendix B hereto and the same is
14 served upon Plaintiff at least ten (10) days before access to the
15 Protected Material is to be given to that third-party counsel to
16 allow Plaintiff to object to and notify Defendant in writing that it
17 objects to disclosure of Protected Material to the third-party
18 counsel. The Parties agree to promptly confer and use good faith
19 to resolve any such objection. If the Parties are unable to resolve
20 any objection, the objecting Party may file a motion with the
21 Court within fifteen (15) days of the notice, or within such other
22 time as the Parties may agree, seeking a protective order with
23 respect to the proposed disclosure. The objecting Party shall have
24 the burden of proving the need for a protective order. No
25 disclosure shall occur until all such objections are resolved by
26 agreement or Court order;

27 g) independent litigation support services, including persons
28 working for or as court reporters, graphics or design services,
jury or trial consulting services, and photocopy, document
imaging, and database services retained by counsel and
reasonably necessary to assist counsel with the litigation of this
Action; and

h) the Court and its personnel.

6. A Party shall designate documents, information or material as
“CONFIDENTIAL” only upon a good faith belief that the documents, information
or material contains confidential or proprietary information or trade secrets of the

1 Party or a Third Party to whom the Party reasonably believes it owes an obligation
2 of confidentiality with respect to such documents, information or material.

3 7. Documents, information or material produced pursuant to any
4 discovery request in this Action, including but not limited to Protected Material
5 designated as DESIGNATED MATERIAL, shall be used by the Parties only in the
6 litigation of this Action and shall not be used for any other purpose. Any person or
7 entity who obtains access to DESIGNATED MATERIAL or the contents thereof
8 pursuant to this Order shall not make any copies, duplicates, extracts, summaries or
9 descriptions of such DESIGNATED MATERIAL or any portion thereof except as
10 may be reasonably necessary in the litigation of this Action. Any such copies,
11 duplicates, extracts, summaries or descriptions shall be classified DESIGNATED
12 MATERIALS and subject to all of the terms and conditions of this Order.

13 8. To the extent a producing Party believes that certain Protected
14 Material qualifying to be designated CONFIDENTIAL is so sensitive that its
15 dissemination deserves even further limitation, the producing Party may designate
16 such Protected Material “RESTRICTED -- ATTORNEYS’ EYES ONLY,” or to
17 the extent such Protected Material includes computer source code and/or live data
18 (that is, data as it exists residing in a database or databases) (“Source Code
19 Material”), the producing Party may designate such Protected Material as
20 “RESTRICTED CONFIDENTIAL SOURCE CODE.”

21 9. For Protected Material designated RESTRICTED -- ATTORNEYS’
22 EYES ONLY, access to, and disclosure of, such Protected Material shall be limited
23 to individuals listed in paragraphs 5(a-c) and (e-g); provided, however, that access
24 by in-house counsel pursuant to paragraph 5(c) be limited to in-house counsel who
25 exercise no competitive decision-making authority on behalf of the client. Such in-
26 house counsel will be identified in writing to the producing Party five (5) days
27 prior to any access to and disclosure of RESTRICTED—ATTORNEYS’ EYES
28 ONLY. Such in-house counsel shall not have access to Protected Material

1 designated RESTRICTED CONFIDENTIAL SOURCE CODE.

2 10. For Protected Material designated RESTRICTED CONFIDENTIAL
3 SOURCE CODE, the following additional restrictions apply:

4
5 a) Access to a Party's Source Code Material shall be
6 provided only on a "stand-alone" computer (that is, the
7 computer may not be linked to any network, including a
8 local area network ("LAN"), an intranet or the Internet).
9 The stand-alone computer may be connected to any device
10 capable of temporarily storing electronic copies solely for
11 the limited purposes permitted pursuant to paragraphs 10(i
and l) below. Additionally, except as provided in paragraph
10(1) below, the stand-alone computer may only be located
at the offices of the producing Party's outside counsel;

12 b) The stand-alone computer will be made available for
13 inspection during regular business hours (8:00 a.m. to 6:00
14 p.m.), upon reasonable notice to the producing party, which
15 shall not be less than three (3) business days in advance
16 of the requested inspection. However, upon notice of not less
17 than three (3) business days from the receiving party, the
18 producing Party shall make reasonable efforts to
19 accommodate a request for access to the stand-alone
20 computer outside of normal business hours. The Parties
21 agree to cooperate in good faith such that maintaining the
producing Party's Source Code Material at the offices of
its outside counsel shall not unreasonably hinder the
receiving Party's ability to efficiently and effectively
conduct the prosecution or defense of this Action;

22 c) The producing Party shall provide the receiving Party with
23 information explaining how to start, log on to, and operate
24 the stand-alone computer in order to access the produced
Source Code Material on the stand-alone computer;

25 d) The producing Party will produce Source Code Material
26 in computer searchable format on the stand-alone computer
27 as described above;

28 e) Access to Protected Material designated RESTRICTED

1 CONFIDENTIAL - SOURCE CODE shall be limited to
2 outside counsel and up to five (5) outside consultants or
3 experts² (*i.e.*, not existing employees or affiliates of a Party
4 or an affiliate of a Party) retained for the purpose of this
5 litigation and approved to access such Protected Materials
6 pursuant to paragraph 5(e) above. A receiving Party may
7 include excerpts of Source Code Material in a pleading,
8 exhibit, expert report, discovery document, deposition
9 transcript, other Court document, provided that the Source
10 Code Documents are appropriately marked under this Order,
11 restricted to those who are entitled to have access to them
12 as specified herein, and, if filed with the Court, filed under
13 seal in accordance with the Court's rules, procedures and
14 orders;

15 f) A receiving Party seeking to inspect a producing Party's
16 Source Code Material shall identify in writing to the
17 producing Party the persons who will be conducting the
18 inspection or will be present during the inspection no less
19 than twenty-four (24) hours in advance of any such
20 inspection. Such identification shall be in addition to any
21 notice or disclosure required pursuant to any other
22 provision in this Protective Order. The receiving Party shall
23 maintain a daily log, to be provided by the producing Party
24 and returned to the producing Party at the end of each day,
25 of the names of the persons inspecting or viewing the
26 Source Code Material on behalf of the receiving Party and
27 when they enter and depart the Source Code viewing
28 room. The producing Party shall be entitled to have a
person observe all entrances and exits from the Source Code
viewing room, and shall provide a copy of the log to the
receiving Party upon request.

g) To the extent portions of Source Code Material are
quoted in a Source Code Document, either (1) the entire
Source Code Document will be stamped and treated as

² For the purposes of this paragraph, an outside consultant or expert is defined to include the outside consultant's or expert's direct reports and other support personnel, such that the disclosure to a consultant or expert who employs others within his or her firm to help in his or her analysis shall count as a disclosure to a single consultant or expert.

1 RESTRICTED CONFIDENTIAL SOURCE CODE or (2)
2 those pages containing quoted Source Code Material will
3 be separately stamped and treated as RESTRICTED
4 CONFIDENTIAL SOURCE CODE;

- 5 h) Except as set forth in paragraph 10(*l*) below, no electronic
6 copies of Source Code Material shall be made without
7 prior written consent of the producing Party, except as
8 necessary to create documents which, pursuant to the
9 Court's rules, procedures and order, must be filed or served
10 electronically;
- 11 i) The receiving Party's outside counsel and/or experts
12 shall be entitled to take notes in the Source Code review
13 room relating to the Source Code but may not copy the
14 Source Code verbatim into such notes and may not take
15 such notes electronically on any computer.
- 16 j) The receiving Party shall be permitted to identify for printing
17 up to 35 consecutive pages per accused product and 250
18 total pages of Source Code Material per accused product,
19 and may identify additional pages if reasonably necessary,
20 and producing Party shall not unreasonably withhold,
21 condition, or delay any such reasonable request. The
22 producing Party shall print, designate and clearly label such
23 identified pages as "RESTRICTED CONFIDENTIAL
24 SOURCE CODE," and produce such printouts within seven
25 (7) business days of such request. The receiving party is
26 entitled to make three (3) photocopies of the printouts for
27 use in the instant litigation. The receiving Party shall
28 maintain a log of all such files (printouts and/or
photocopies) and shall maintain a record of any individual
who has inspected any portion of the source code in
electronic or paper form, including the dates and times of
inspection;
- k) The receiving Party shall maintain all paper copies of any
printed portions of the source code in a secured, locked
area. Should such printouts or photocopies be transferred
back to electronic media, such media shall be labeled
"RESTRICTED CONFIDENTIAL SOURCE CODE" and
shall continue to be treated as such;

1) If the receiving Party's outside counsel, consultants, or experts obtain printouts or photocopies of Source Code Material, the receiving Party shall ensure that such outside counsel, consultants, or experts keep the printouts or photocopies in a secured locked area in the offices of such outside counsel, consultants, or expert. The receiving Party may also temporarily keep the printouts or photocopies at: (i) the Court for any proceeding(s) relating to the Source Code Material, for the dates associated with the proceeding(s); (ii) the sites where any deposition(s) relating to the Source Code Material are taken, for the dates associated with the deposition(s); and (iii) any intermediate location reasonably necessary to transport the printouts or photocopies (*e.g.*, a hotel prior to a Court proceeding or deposition);

m) A producing Party's Source Code Material may only be transported by the receiving Party at the direction of a person authorized under paragraph 10(e) above to another person authorized under paragraph 10(e) above, on paper or removable electronic media (*e.g.*, a DVD, CD-ROM, or flash memory "stick") via hand carry, Federal Express or other similarly reliable courier. Source Code Material may not be transported or transmitted electronically over a network of any kind, including a LAN, an intranet, or the Internet. Source Code Material may only be transported electronically for the purpose of Court proceeding(s) or deposition(s) as set forth in paragraph 10(k) above and is at all times subject to the transport restrictions set forth herein. But, for those purposes only, the Source Code Materials may be loaded onto a stand-alone computer; and

n) Access to and review of Source Code shall be strictly for the purpose of investigating the claims and defenses at issue in this case. No person shall review or analyze any Source Code for purposes unrelated to this case, nor may any person use any specific knowledge gained as a result of reviewing Source Code in this case in any other pending or future dispute, proceeding, patent prosecution, or litigation.

11. Any attorney representing a Party, whether in-house or outside

1 counsel, and any person associated with a Party and permitted to receive the
2 other Party's Protected Material that is designated RESTRICTED --
3 ATTORNEYS' EYES ONLY and/or RESTRICTED CONFIDENTIAL SOURCE
4 CODE (collectively "HIGHLY SENSITIVE MATERIAL"), who obtains, receives,
5 has access to, or otherwise learns, in whole or in part, the other Party's
6 HIGHLY SENSITIVE MATERIAL relating to technical issues under this Order
7 shall not prepare, prosecute, supervise, or assist in (other than with respect to any re-
8 examination, *inter partes* review or post-grant review of the patents-in-suit) the
9 preparation, drafting, amending, or prosecution of any patent claims pertaining to
10 the field of the invention of the patents-in-suit on behalf of the receiving Party or
11 its acquirer, successor, predecessor, or other affiliate during the pendency of this
12 Action and for one year after its conclusion, including any appeals. To ensure
13 compliance with the purpose of this provision, each Party shall create an "Ethical
14 Wall" between those persons with access to HIGHLY SENSITIVE MATERIAL
15 and any individuals who, on behalf of the Party or its acquirer, successor,
16 predecessor, or other affiliate, prepare, prosecute, supervise or assist in the
17 preparation or prosecution of any patent application pertaining to the field of
18 invention of the patents-in-suit that shall remain in place for one year after the
19 conclusion of this Action, including any appeals. This bar shall begin when the
20 HIGHLY SENSITIVE MATERIAL of another Party or Third Party is first
21 accessed by the affected individual. The Parties expressly agree that the
22 prosecution bar set forth herein shall be personal to any of Plaintiff's or
23 Defendant's outside counsel or outside counsel's employed staff who actually
24 reviews HIGHLY SENSITIVE MATERIAL and shall not be imputed to any other
25 persons or attorneys at the outside counsel's law firm. It is expressly agreed that
26 outside counsel and their employed staff who work on this matter without
27 reviewing HIGHLY SENSITIVE MATERIAL shall not be restricted from
28 engaging in prosecution activity or other matters that fall within the prosecution

1 bar. Nothing in this paragraph should be construed to preclude any Party's
2 counsel from advising or participating in a reexamination or other post-issuance
3 proceeding of any patent for which that outside counsel is litigation counsel in an
4 action involving that patent. This exemption expressly includes participation in
5 any reexamination or post-grant proceeding of the patents- in-suit, initiated during
6 the pendency of this litigation, including any appeals.

7 12. Nothing in this Order shall require production of documents,
8 information or other material that a Party contends is protected from disclosure by
9 the attorney-client privilege, the work product doctrine, or other privilege, doctrine,
10 or immunity. If documents, information or other material subject to a claim of
11 attorney-client privilege, work product doctrine, or other privilege, doctrine, or
12 immunity is inadvertently or unintentionally produced, such production shall in no
13 way prejudice or otherwise constitute a waiver of, or estoppel as to, any such
14 privilege, doctrine, or immunity. Any Party that inadvertently or unintentionally
15 produces documents, information or other material it reasonably believes are
16 protected under the attorney-client privilege, work product doctrine, or other
17 privilege, doctrine, or immunity may obtain the return of such documents,
18 information or other material by promptly notifying the recipient(s) and
19 providing a privilege log for the inadvertently or unintentionally produced
20 documents, information or other material. The recipient(s) shall gather and return
21 all copies of such documents, information or other material to the producing
22 Party, except for any pages containing privileged or otherwise protected markings
23 by the recipient(s), which pages shall instead be destroyed and certified as such to
24 the producing Party.

25 13. There shall be no disclosure of any DESIGNATED MATERIAL by
26 any person authorized to have access thereto to any person who is not authorized
27 for such access under this Order. The Parties are hereby ORDERED to safeguard
28 all such documents, information and material to protect against disclosure to any

1 unauthorized persons or entities.

2 14. Nothing contained herein shall be construed to prejudice any Party's
3 right to use any DESIGNATED MATERIAL in taking testimony at any
4 deposition or hearing provided that the DESIGNATED MATERIAL is only
5 disclosed to a person(s) who is: (i) eligible to have access to the DESIGNATED
6 MATERIAL by virtue of his or her employment with the designating party, (ii)
7 identified in the DESIGNATED MATERIAL as an author, addressee, or copy
8 recipient of such information, (iii) although not identified as an author, addressee,
9 or copy recipient of such DESIGNATED MATERIAL, has, in the ordinary course
10 of business, seen such DESIGNATED MATERIAL, (iv) a current or former
11 officer, director or employee of the producing Party or a current or former officer,
12 director or employee of a company affiliated with the producing Party; (v) counsel
13 for a Party, including outside counsel and in-house counsel (subject to paragraph
14 9 of this Order); (vi) an independent contractor, consultant, and/or expert retained
15 for the purpose of this litigation; (vii) court reporters and videographers; (viii) the
16 Court; or (ix) other persons entitled hereunder to access to DESIGNATED
17 MATERIAL. DESIGNATED MATERIAL shall not be disclosed to any other
18 persons unless prior authorization is obtained from counsel representing the
19 producing Party or from the Court.

20 15. Parties may, at the deposition or hearing or within thirty (30) days
21 after receipt of a deposition or hearing transcript, designate the deposition or
22 hearing transcript or any portion thereof as "CONFIDENTIAL," "RESTRICTED -
23 ATTORNEY' EYES ONLY," or "RESTRICTED CONFIDENTIAL SOURCE
24 CODE" pursuant to this Order. Access to the deposition or hearing transcript so
25 designated shall be limited in accordance with the terms of this Order. Until
26 expiration of the 30-day period, the entire deposition or hearing transcript shall
27 be treated as confidential.

28 16. Any DESIGNATED MATERIAL that is filed with the Court shall

1 be filed under seal and shall remain under seal until further order of the Court.
2 The filing party shall be responsible for informing the Clerk of the Court that the
3 filing should be sealed and for placing the legend “FILED UNDER SEAL
4 PURSUANT TO PROTECTIVE ORDER” above the caption and conspicuously
5 on each page of the filing. Exhibits to a filing shall conform to the labeling
6 requirements set forth in this Order. If a pretrial pleading filed with the Court, or
7 an exhibit thereto, discloses or relies on confidential documents, information or
8 material, such confidential portions shall be redacted to the extent necessary and
9 the pleading or exhibit filed publicly with the Court.

10 17. The Order applies to pretrial discovery. Nothing in this Order shall be
11 deemed to prevent the Parties from introducing any DESIGNATED MATERIAL
12 into evidence at the trial of this Action, or from using any information
13 contained in DESIGNATED MATERIAL at the trial of this Action, subject to any
14 pretrial order issued by this Court.

15 18. A Party may request in writing to the other Party that the
16 designation given to any DESIGNATED MATERIAL be modified or withdrawn.
17 If the designating Party does not agree to redesignation within ten (10) days of
18 receipt of the written request, the requesting Party may apply to the Court for
19 relief. Upon any such application to the Court, the burden shall be on the
20 designating Party to show why its classification is proper. Such application shall
21 be treated procedurally as a motion to compel pursuant to Federal Rules of Civil
22 Procedure 37, subject to the Rule’s provisions relating to sanctions. In making
23 such application, the requirements of the Federal Rules of Civil Procedure and the
24 Local Rules of the Court shall be met. Pending the Court’s determination of the
25 application, the designation of the designating Party shall be maintained.

26 19. Each outside consultant or expert to whom DESIGNATED
27 MATERIAL is disclosed in accordance with the terms of this Order shall be
28 advised by counsel of the terms of this Order, shall be informed that he or she is

1 subject to the terms and conditions of this Order, and shall sign an
2 acknowledgment that he or she has received a copy of, has read, and has agreed to
3 be bound by this Order. A copy of the acknowledgment form is attached as
4 Appendix A.

5 20. To the extent that any discovery is taken of persons who are not
6 Parties to this Action (“Third Parties”) and in the event that such Third Parties
7 contended the discovery sought involves trade secrets, confidential business
8 information, or other proprietary information, then such Third Parties may agree to
9 be bound by this Order.

10 21. To the extent that discovery or testimony is taken of Third Parties, the
11 Third Parties may designate as “CONFIDENTIAL,” “RESTRICTED --
12 ATTORNEYS’ EYES ONLY” or “RESTRICTED CONFIDENTIAL SOURCE
13 CODE” any documents, information or other material, in whole or in part,
14 produced or given by such documents, information or other material, in whole or
15 in part, produced or given by such Third Parties. The Third Parties shall have ten
16 (10) days after production of such documents, information or other materials to
17 make such a designation. Until that time period lapses or until such a designation
18 has been made, whichever occurs sooner, all documents, information or other
19 material so produced or given shall be treated as “CONFIDENTIAL” in
20 accordance with this Order.

21 22. Within thirty (30) days of final termination of this Action,
22 including any appeals, all DESIGNATED MATERIAL, including all copies,
23 duplicates, abstracts, indexes, summaries, descriptions, and excerpts or extracts
24 thereof (excluding excerpts or extracts incorporated into any privileged memoranda
25 of the Parties and materials which have been admitted into evidence in this
26 Action), shall at the producing Party’s election either be returned to the
27 producing Party or be destroyed. The receiving Party shall verify the return or
28 destruction by affidavit furnished to the producing Party, upon the producing

1 Party's request.

2 23. The failure to designate documents, information or material in
3 accordance with this Order and the failure to object to a designation at a given
4 time shall not preclude the filing of a motion at a later date seeking to impose
5 such designation or challenging the propriety thereof. The entry of this Order
6 and/or the production of documents, information and material hereunder shall in no
7 way constitute a waiver of any objection to the furnishing thereof, all such
8 objections being hereby preserved.

9 24. Any Party knowing or believing that any other party is in
10 violation of or intends to violate this Order and has raised the question of
11 violation or potential violation with the opposing party and has been unable to
12 resolve the matter by agreement may move the Court for such relief as may be
13 appropriate in the circumstances. Pending disposition of the motion by the Court,
14 the Party alleged to be in violation of or intending to violate this Order shall
15 discontinue the performance of and/or shall not undertake the further performance
16 of any action alleged to constitute a violation of this Order.

17 25. Production of DESIGNATED MATERIAL by each of the Parties
18 shall not be deemed a publication of the documents, information and material (or
19 the contents thereof) produced so as to void or make voidable whatever claim the
20 Parties may have as to the proprietary and confidential nature of the documents,
21 information or other material or its contents.

22 26. Nothing in this Order shall be construed to effect an abrogation,
23 waiver or limitation of any kind on the rights of each of the Parties to assert
24 any applicable discovery or trial privilege.

25 27. Each of the Parties shall also retain the right to file a motion with the
26 Court (a) to modify this Order to allow disclosure of DESIGNATED MATERIAL
27 to additional persons or entities if reasonably necessary to prepare and present
28 this Action and (b) to apply for additional protection of DESIGNATED

1 MATERIAL.

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3 **SIGNED THIS 5th Day of September, 2017**

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STEVE KIM
UNITED STATES MAGISTRATE JUDGE

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1 DATED: September 1, 2017

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3 VINSON & ELKINS LLP

4 /s/ Hilary Preston

5 Hilary Preston

6 *Attorneys for Defendant NFL*
7 *Enterprises, LLC*

FEINBERG DAY ALBERTI &
THOMPSON LLP

/s/ Elizabeth Day

Elizabeth Day

Attorneys for Plaintiffs Nagravision
SA and OpenTV, Inc.

8
9 **SIGNATURE ATTESTATION**

10 Pursuant to Civil L.R. 5-4.3.4 (2), I hereby attest that all other signatories
11 listed, and on whose behalf the filing is submitted, concur in this document's
12 content and have authorized the filing of this document with the use of their
13 electronic signature.

14 September 1, 2017

/s/ Elizabeth Day

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NAGRAVISION SA and OPENTV,
INC.,

Plaintiffs,

v.

NFL ENTERPRISES, LLC,

Defendant.

CASE NO. 2:17-CV-03919-AB-SK

Jury Trial Demanded

APPENDIX A
UNDERTAKING OF EXPERTS OR CONSULTANTS REGARDING
PROTECTIVE ORDER

I, _____, declare that:

1. My address is _____
My current employer is _____
My current occupation is _____
2. I have received a copy of the Protective Order in this action. I have carefully read and understand the provisions of the Protective Order.
3. I will comply with all of the provisions of the Protective Order. I will hold in confidence, will not disclose to anyone not qualified under the Protective Order, and will use only for purposes of this action any information designated as "CONFIDENTIAL," "RESTRICTED -- ATTORNEYS' EYES ONLY," or "RESTRICTED CONFIDENTIAL SOURCE CODE" that is disclosed to me.

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4. Promptly upon termination of these actions, I will return all documents and things designated as “CONFIDENTIAL,” “RESTRICTED -- ATTORNEYS’ EYES ONLY,” or “RESTRICTED CONFIDENTIAL SOURCE CODE” that came into my possession, and all documents and things that I have prepared relating thereto, to the outside counsel for the party by whom I am employed.

5. I hereby submit to the jurisdiction of this Court for the purpose of enforcement of the Protective Order in this action.

I declare under penalty of perjury that the foregoing is true and correct.

Signature: _____

Date: _____

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NAGRAVISION SA and OPENTV,
INC.,

CASE NO. 2:17-CV-03919-AB-SK

Plaintiffs,

Jury Trial Demanded

v.

NFL ENTERPRISES, LLC,

Defendant.

APPENDIX B
UNDERTAKING OF THIRD PARTIES REGARDING
PROTECTIVE ORDER

I, _____, declare that:

- 6. My address is _____
My current employer is _____
My current occupation is _____
- 7. I have received a copy of the Protective Order in this action. I have carefully read and understand the provisions of the Protective Order.
- 8. I will comply with all of the provisions of the Protective Order. I will hold in confidence, will not disclose to anyone not qualified under the Protective Order, and will use only for purposes of this action any information designated as "CONFIDENTIAL," "RESTRICTED -- ATTORNEYS' EYES ONLY," or "RESTRICTED CONFIDENTIAL SOURCE CODE" that is disclosed to me.
- 9. Promptly upon termination of these actions, I will return all

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documents and things designated as “CONFIDENTIAL,”
“RESTRICTED -- ATTORNEYS’ EYES ONLY,” or
“RESTRICTED CONFIDENTIAL SOURCE CODE” that came
into my possession, and all documents and things that I have
prepared relating thereto, to the outside counsel for the party by
whom I am employed.

10. I hereby submit to the jurisdiction of this Court for the purpose
of enforcement of the Protective Order in this action.

I declare under penalty of perjury that the foregoing is true and correct.

Signature: _____

Date: _____