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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IRONWORKS PATENTS, LLC,

Plaintiff,

v.

Case No. 2:18-cv-02472-AB-AGR

TCL COMMUNICATION
TECHNOLOGY HOLDINGS LTD
(TCT);
TCL CORPORATION and
TCT MOBILE (US) INC.

PROTECTIVE ORDER

Defendants.

The Court recognizes that at least some of the documents and information ("materials") being sought through discovery in the above-captioned action are, for competitive reasons, normally kept confidential by the parties. The parties have agreed to be bound by the terms of this Protective Order ("Order") in this action.

The materials to be exchanged throughout the course of the litigation between the parties may contain trade secret or other confidential research, technical, cost, price, marketing or other commercial information, as is contemplated by Federal Rule of Civil

1 Procedure 26(c)(1)(G). The purpose of this Order is to protect the confidentiality of such
2 materials as much as practical during the litigation. THEREFORE:

3 DEFINITIONS

4 1. The term "confidential information" will mean and include information
5 contained or disclosed in any materials, including documents, portions of documents,
6 answers to interrogatories, responses to requests for admissions, trial testimony,
7 deposition testimony, and transcripts of trial testimony and depositions, including data,
8 summaries, and compilations derived therefrom that is deemed to be confidential
9 information by any party to which it belongs.

10 2. The term "materials" will include, but is not be limited to: documents;
11 correspondence; memoranda; bulletins; blueprints; specifications; customer lists or other
12 material that identify customers or potential customers; price lists or schedules or other
13 matter identifying pricing; minutes; telegrams; letters; statements; cancelled checks;
14 contracts; invoices; drafts; books of account; worksheets; notes of conversations; desk
15 diaries; appointment books; expense accounts; recordings; photographs; motion pictures;
16 compilations from which information can be obtained and translated into reasonably
17 usable form through detection devices; sketches; drawings; notes (including laboratory
18 notebooks and records); reports; instructions; disclosures; other writings; models and
19 prototypes and other physical objects.

20 3. The term "counsel" will mean outside counsel of record, and other attorneys,
21 paralegals, secretaries, and other support staff employed in the law firms identified
22 below:

23 Global IP Law Group LLC
24 Crosbie Gliner Schiffman Southward and Swanson LLP
25 Morgan Lewis & Bockius LLP

26 "Counsel" also includes Victor Yang, Karl Yeh, and Steven Zhou, in-house attorneys for
27 TCL Communication Technology Holdings, Ltd.
28

1 GENERAL RULES

2 4. Each party to this litigation that produces or discloses any materials, answers
3 to interrogatories, responses to requests for admission, trial testimony, deposition
4 testimony, and transcripts of trial testimony and depositions, or information that the
5 producing party believes should be subject to this Protective Order may designate the
6 same as "CONFIDENTIAL" or "CONFIDENTIAL - FOR COUNSEL ONLY."

7 a. Designation as "CONFIDENTIAL": Any party may designate information
8 as "CONFIDENTIAL" only if, in the good faith belief of such party and its counsel, the
9 unrestricted disclosure of such information could be potentially prejudicial to the
10 business or operations of such party.

11 b. Designation as "CONFIDENTIAL - FOR COUNSEL ONLY": Any party
12 may designate information as "CONFIDENTIAL - FOR COUNSEL ONLY" only if, in
13 the good faith belief of such party and its counsel, the information is among that
14 considered to be most sensitive by the party, including but not limited to trade secret or
15 other confidential research, development, financial or other commercial information.

16 5. In the event the producing party elects to produce materials for inspection,
17 no marking need be made by the producing party in advance of the initial inspection. For
18 purposes of the initial inspection, all materials produced will be considered as
19 "CONFIDENTIAL - FOR COUNSEL ONLY," and must be treated as such pursuant to
20 the terms of this Order. Thereafter, upon selection of specified materials for copying by
21 the inspecting party, the producing party must, within a reasonable time prior to
22 producing those materials to the inspecting party, mark the copies of those materials that
23 contain confidential information with the appropriate confidentiality marking.

24 6. Whenever a deposition taken on behalf of any party involves a disclosure of
25 confidential information of any party:

26 a. the deposition or portions of the deposition must be designated as
27 containing confidential information subject to the provisions of this
28 Order; such designation must be made on the record whenever

1 possible, but a party may designate portions of depositions as
2 containing confidential information after transcription of the
3 proceedings; a party will have until fourteen (14) days after receipt of
4 the deposition transcript to inform the other party or parties to the
5 action of the portions of the transcript to be designated
6 "CONFIDENTIAL" or "CONFIDENTIAL - FOR COUNSEL
7 ONLY"; prior to the fourteen (14)-day period, the parties are to treat
8 the entire transcript as "CONFIDENTIAL – FOR COUNSEL
9 ONLY."

- 10 b. the disclosing party will have the right to exclude from attendance at
11 the deposition, during such time as the confidential information is to
12 be disclosed, any person other than the deponent, counsel (including
13 their staff and associates), the court reporter, and the person(s) agreed
14 upon pursuant to paragraph 8 below; and
- 15 c. the originals of the deposition transcripts and all copies of the
16 deposition must bear the legend "CONFIDENTIAL" or
17 "CONFIDENTIAL - FOR COUNSEL ONLY," as appropriate, and
18 the original or any copy ultimately presented to a court for filing must
19 not be filed unless it can be accomplished under seal, identified as
20 being subject to this Order, and protected from being opened except
21 by order of this Court.

22 7. All confidential information designated as "CONFIDENTIAL" or
23 "CONFIDENTIAL FOR COUNSEL ONLY" must not be disclosed by the receiving
24 party to anyone other than those persons designated within this order and must be
25 handled in the manner set forth below and, in any event, must not be used for any
26 purpose other than in connection with this litigation, unless and until such designation is
27 removed either by agreement of the parties, or by order of the Court.

28 8. Information designated "CONFIDENTIAL - FOR COUNSEL ONLY" must

1 be viewed only by counsel (as defined in paragraph 3) of the receiving party, and by
2 independent experts under the conditions set forth in this Paragraph. The right of any
3 independent expert to receive any confidential information will be subject to the advance
4 approval of such expert by the producing party or by permission of the Court. The party
5 seeking approval of an independent expert must provide the producing party with the
6 name and curriculum vitae of the proposed independent expert, and an executed copy of
7 the form attached hereto as Exhibit A, in advance of providing any confidential
8 information of the producing party to the expert. Any objection by the producing party to
9 an independent expert receiving confidential information must be made in writing within
10 fourteen (14) days following receipt of the identification of the proposed expert.
11 Confidential information may be disclosed to an independent expert if the fourteen (14)
12 day period has passed and no objection has been made. The approval of independent
13 experts must not be unreasonably withheld.

14 9. Information designated "confidential" must be viewed only by counsel (as
15 defined in paragraph 3) of the receiving party, by independent experts (pursuant to the
16 terms of paragraph 8), by court personnel, and by the additional individuals listed below,
17 provided each such individual has read this Order in advance of disclosure and has agreed
18 in writing to be bound by its terms:

- 19 a) Executives and in-house counsel who are required to participate in
20 policy decisions with reference to this action;
- 21 b) Technical personnel of the parties with whom Counsel for the parties
22 find it necessary to consult, in the discretion of such counsel, in
23 preparation for trial of this action; and
- 24 c) Stenographic and clerical employees associated with the individuals
25 identified above.

26 10. With respect to material designated "CONFIDENTIAL" or
27 "CONFIDENTIAL – FOR COUNSEL ONLY," any person indicated on the face of the
28 document to be its originator, author or a recipient of a copy of the document, may be

1 shown the same.

2 11. Before any materials produced in discovery, answers to interrogatories,
3 responses to requests for admissions, deposition transcripts, or other documents which
4 are designated as confidential information are filed with the Court for any purpose, the
5 party seeking to file such material must seek permission of the Court to file the material
6 under seal.

7 12. At any stage of these proceedings, any party may object to a designation of
8 the materials as confidential information. The party objecting to confidentiality must
9 notify, in writing, counsel for the designating party of the objected-to materials and the
10 grounds for the objection. If the dispute is not resolved consensually between the parties
11 within seven (7) days of receipt of such a notice of objections, the objecting party may
12 move the Court for a ruling on the objection. The materials at issue must be treated as
13 confidential information, as designated by the designating party, until the Court has ruled
14 on the objection or the matter has been otherwise resolved.

15 13. All confidential information must be held in confidence by those inspecting
16 or receiving it, and must be used only for purposes of this action. Counsel for each party,
17 and each person receiving confidential information must take reasonable precautions to
18 prevent the unauthorized or inadvertent disclosure of such information. If confidential
19 information is disclosed to any person other than a person authorized by this Order, the
20 party responsible for the unauthorized disclosure must immediately bring all pertinent
21 facts relating to the unauthorized disclosure to the attention of the other parties and,
22 without prejudice to any rights and remedies of the other parties, make every effort to
23 prevent further disclosure by the party and by the person(s) receiving the unauthorized
24 disclosure.

25 14. No party will be responsible to another party for disclosure of confidential
26 information under this Order if the information in question is not labeled or otherwise
27 identified as such in accordance with this Order.

28 15. If a party, through inadvertence, produces any confidential information

1 without labeling or marking or otherwise designating it as such in accordance with this
2 Order, the designating party may give written notice to the receiving party that the
3 document or thing produced is deemed confidential information, and that the document
4 or thing produced should be treated as such in accordance with that designation under this
5 Order. The receiving party must treat the materials as confidential, once the designating
6 party so notifies the receiving party. If the receiving party has disclosed the materials
7 before receiving the designation, the receiving party must notify the designating party in
8 writing of each such disclosure. Counsel for the parties will agree on a mutually
9 acceptable manner of labeling or marking the inadvertently produced materials as
10 "CONFIDENTIAL" or "CONFIDENTIAL - FOR COUNSEL ONLY."

11 16. Nothing within this order will prejudice the right of any party to object to the
12 production of any discovery material on the grounds that the material is protected as
13 privileged or as attorney work product.

14 17. Nothing in this Order will bar counsel from rendering advice to their clients
15 with respect to this litigation and, in the course thereof, relying upon any information
16 designated as confidential information, provided that the contents of the information must
17 not be disclosed.

18 18. This Order will be without prejudice to the right of any party to oppose
19 production of any information for lack of relevance or any other ground other than the
20 mere presence of confidential information. The existence of this Order must not be used
21 by either party as a basis for discovery that is otherwise improper under the Federal Rules
22 of Civil Procedure.

23 19. Nothing within this order will be construed to prevent disclosure of
24 confidential information if such disclosure is required by law or by order of the Court.

25 20. Upon final termination of this action, including any and all appeals, counsel
26 for each party must, upon request of the producing party, return all confidential
27 information to the party that produced the information, including any copies, excerpts,
28 and summaries of that information, or must destroy same at the option of the receiving

1 party, and must purge all such information from all machine-readable media on which it
2 resides. Notwithstanding the foregoing, counsel for each party may retain all pleadings,
3 briefs, memoranda, motions, discovery requests and responses, deposition and trial
4 transcripts, trial exhibits, and documents filed with the Court that refer to or incorporate
5 confidential information, and will continue to be bound by this Order with respect to all
6 such retained information. Further, attorney work product materials that contain
7 confidential information need not be destroyed, but, if they are not destroyed, the person
8 in possession of the attorney work product will continue to be bound by this Order with
9 respect to all such retained information.

10 21. The restrictions and obligations set forth within this order will not apply to
11 any information that: (a) the parties agree should not be designated confidential
12 information; (b) the parties agree, or the Court rules, is already public knowledge; (c) the
13 parties agree, or the Court rules, has become public knowledge other than as a result of
14 disclosure by the receiving party, its employees, or its agents in violation of this Order; or
15 (d) has come or will come into the receiving party's legitimate knowledge independently
16 of the production by the designating party. Prior knowledge must be established by pre-
17 production documentation.

18 22. The restrictions and obligations within this order will not be deemed to
19 prohibit discussions of any confidential information with anyone if that person already
20 has or obtains legitimate possession of that information.

21 23. Transmission by email or some other currently utilized method of
22 transmission is acceptable for all notification purposes within this Order.

23 24. This Order may be modified by agreement of the parties, subject to approval
24 by the Court.

25 25. The Court may modify the terms and conditions of this Order for good
26 cause, or in the interest of justice, or on its own order at any time in these proceedings.
27 The parties prefer that the Court provide them with notice of the Court's intent to modify
28 the Order and the content of those modifications, prior to entry of such an order.

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IT IS SO ORDERED this 27th day of June, 2018

Alicia G. Rosenberg _____
ALICIA G. ROSENBERG
UNITED STATES MAGISTRATE JUDGE