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13
 14 UNITED STATES DISTRICT COURT
 15 CENTRAL DISTRICT OF CALIFORNIA
 16 WESTERN DIVISION

17
 18 **SHANGHAI LAN CAI ASSET**
MANAGEMENT CO. LTD.,

20 Petitioner,

21 v.

22 **JIA YUETING,**

23 Respondent.

Case No.: 2:18-cv-10255-SJO-MRWx

19 **STIPULATED CONFIDENTIALITY**
ORDER

Hon. Michael R. Wilner

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*Attorneys for Petitioner
Shanghai Lan Cai Asset
Management Co, Ltd.*

1 **I.OVERVIEW**

2 **A. Good Cause Statement**

3 Discovery produced in this action may involve valuable commercial, financial,
4 technical and/or proprietary information for which protection from public disclosure
5 and from use for any purpose other than Enforcement Proceedings (as defined
6 below) is warranted. Accordingly, to expedite the flow of information, to facilitate
7 the prompt resolution of disputes over confidentiality of discovery materials, to
8 adequately protect confidential information, to address the handling of such material
9 at the end of the Enforcement Proceedings, and to serve the ends of justice, a
10 Confidentiality Order for such information is justified in this matter. Information
11 will not be designated as confidential for reasons other than the purposes stated
12 above, and that nothing be so designated without a good faith belief that it has been
13 maintained in a confidential, non-public manner, and there is good cause why it
14 should not be part of the public record of this case.

15 **II.DEFINITIONS**

16 1. Final Award: The arbitration award dated January 22, 2018, in favor
17 of Shanghai Lan Cai Asset Management Co. Ltd. against Jia Yueting, LeTV Sports
18 Culture Develop (Beijing) Co., Ltd., and TV Plus Holdings (Beijing) Limited.

19 2. Enforcement Proceedings: The above-captioned litigation—*Shanghai*
20 *Lan Cai Asset Management Co. Ltd. v. Jia Yueting*, Case No. 2:18-cv-10255-SJO-
21 MRW (C.D. Cal.)—and any investigations or proceedings in that litigation related
22 to the enforcement of the Final Award.

23 3. Party: The parties to this action and Taoyun Capital Co., Ltd.,
24 including their Counsel, consultants and retained experts.

25 4. Non-Party: Any natural person, partnership, corporation, association,
26 or other legal entity not named as a Party to this action.

27 5. Confidential Information or Items: Material produced in this action that
28 are designed as “Confidential” pursuant to the procedures under this Confidentiality

1 Order.

2 6. Counsel: Attorneys who are employed by or have been retained to
3 represent or advise a Party or Non-Party in Enforcement Proceedings, as well as their
4 support staff, consultants, and experts.

5 7. Disclosure or Discovery Material: All items or information, regardless
6 of the medium or manner in which it is generated, stored or maintained (including,
7 among other things, testimony, transcripts, and tangible things), that are produced or
8 generated in disclosures or responses to discovery by a Party or Non-Party.

9 8. Receiving Party: A Party or Non-Party that receives Disclosure or
10 Discovery Material from a Producing Party in this action.

11 9. Producing Party: A Party or Non-Party that produces Disclosure or
12 Discovery Material in this action.

13 10. Designating Party: A Party or Non-Party that designates information
14 or items produced by any Party or Non-Party in disclosures or in responses to
15 discovery or otherwise as Confidential Information or Items.

16 11. Professional Vendors: Persons or entities that provide litigation
17 support services (including but not limited to photocopying, videotaping,
18 transcribing, translating, preparing exhibits or demonstrations, and organizing,
19 storing, or retrieving data in any form or medium) and their employees and
20 subcontractors.

21 12. Protected Material: Any Disclosure or Discovery Material that is
22 designated as Confidential Information or Items under the terms of this
23 Confidentiality Order.

24 **III.SCOPE**

25 The protections conferred by this Confidentiality Order cover not only
26 Protected Material (as defined above), but also (1) any information copied or
27 extracted from Protected Material; (2) all copies, excerpts, summaries, or
28 compilations of Protected Material; and (3) any testimony, conversations, or

1 presentations that reveal Protected Material.

2 **IV.DESIGNATING PROTECTED MATERIAL**

3 Except as otherwise provided in this Confidentiality Order, or as otherwise
4 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
5 under this Confidentiality Order must be clearly so designated before the material is
6 disclosed or produced.

7 If timely corrected, an inadvertent failure to designate qualified information
8 or items does not, standing alone, waive the Producing Party's right to secure
9 protection under this Confidentiality Order for such material. Upon timely
10 correction of a designation, the Receiving Party must make reasonable efforts to
11 assure that the material is treated in accordance with the provisions of this
12 Confidentiality Stipulation.

13 The Designating Party may designate Protected Material only after review of
14 the document by an attorney who has in good faith determined that the document
15 contains Confidential Information or Items. The Designating Party must take care to
16 limit any such designation to the specific material that qualifies under the appropriate
17 standards and must take care to designate for protection only those parts of material,
18 documents, items, or oral or written communications that qualify so that other
19 portions of the material, documents, items or communications for which protection
20 is not warranted are not swept unjustifiably within the ambit of this Confidentiality
21 Order. If it comes to the Designating Party's attention that information or items that
22 it designated for protection do not qualify for protection, the Designating Party must
23 promptly notify the Receiving Party that it is withdrawing the mistaken designation.

24 Designation in conformity with this Confidentiality Order requires:

25 1. **For information in documentary form** (e.g., paper or electronic
26 documents, but excluding transcripts of depositions or other proceedings), that the
27 Designating Party affix the legend "CONFIDENTIAL" to each page that contains
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1 protected material. If only a portion of the material on a page qualifies for protection,
2 the Designating Party also must clearly identify the protected portion(s) (e.g., by
3 making appropriate markings in the margins).

4 **2. For testimony given in depositions,** that the Designating Party
5 identifies the Disclosure or Discovery Material on the record, before the close of the
6 deposition. Portions of deposition shall be deemed Protected Material only if they
7 are designated as confidential within ten (10) business days after receipt of the
8 transcript, or by subsequent agreement between the Designating Party and the
9 Receiving Party or order from the Court. Any testimony which describes a
10 document which has been designated as Protected Material as described above, shall
11 also be deemed to be designated as Protected Material. Deposition testimony shall
12 be treated as confidential following the deposition and until the expiration of the ten
13 (10) business day period during which the Producing Party may designate deposition
14 testimony as containing Protected Material.

15 **3. For information produced in some form other than documentary**
16 **and for any other tangible items,** that the Designating Party affix in a prominent
17 place on the exterior of the container or containers in which the information is stored
18 the legend “CONFIDENTIAL.” If only a portion or portions of the information
19 warrants protection, the Designating Party, to the extent practicable, shall identify
20 the protected portion(s).

21 **4. For information produced by a Non-Party,** that the Party seeking
22 information from any Non-Party shall provide this Confidentiality Order to the Non-
23 Party before any production, and that the Non-Party making any production
24 designate, at the time of production, any information as Protected Material in
25 accordance with the preceding paragraphs IV.1, IV.2, and IV.3. All information
26 produced by a Non-Party in this action shall be provisionally treated as confidential
27 for thirty (30) calendar days from the date the production is received by all Parties
28 during which any Party may designate information as Protected Material in

1 accordance with the preceding paragraphs IV.1, IV.2, and IV.3.

2 **V.CHALLENGING CONFIDENTIALITY DESIGNATIONS**

3 The Receiving Party may challenge a designation of confidentiality at any
4 time that is consistent with this Confidentiality Stipulation. The Receiving Party
5 must challenge a designation as confidential in writing and in good faith and must
6 begin the process by conferring directly the Designating Party or the Designating
7 Party's counsel as applicable. In conferring, the Receiving Party must explain the
8 basis for its belief that the confidentiality designation was not proper and must give
9 the Designating Party an opportunity to review the designated material, to reconsider
10 the designation, and, if no change in designation is offered, to explain the basis for
11 the designation. The Designating Party must respond to the challenge within ten
12 (10) business days of receiving written notice described above. If the dispute cannot
13 be resolved within the ten (10) business days of the written notice described above,
14 the Receiving Party shall initiate the dispute resolution process under Local Rule 37-
15 1 *et seq.*

16 The burden of persuasion in any such challenge proceeding shall be on the
17 Designating Party. Frivolous challenges, and those made for an improper purpose
18 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
19 expose the Receiving Party to sanctions. Unless the Designating Party has waived
20 or withdrawn the confidentiality designation, the Receiving Party shall continue to
21 afford the material in question the level of protection to which it is entitled under the
22 Designating Party's designation until the Court rules on the challenge.

23 **VI.ACCESS TO AND USE OF PROTECTED MATERIAL**

24 ***A. Basic Principles***

25 The Receiving Party may use Protected Material that is disclosed or produced
26 by the Producing Party only for prosecuting, defending or attempting to settle
27 Enforcement Proceedings. Protected Material may be disclosed only to the
28 categories of persons and under the conditions described in this Confidentiality

1 Order. When the Enforcement Proceedings have been terminated, the Receiving
2 Party must comply with the provisions of Section X below.

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4 Before any Protected Material is filed with the Court for any purpose, the party
5 seeking to file such material must seek permission of the Court to file the material
6 under seal. Nothing in this Protective Order shall be construed as automatically
7 permitting a party to file under seal. The Party seeking leave of the Court shall
8 attempt to show “compelling reasons” or “good cause,” as may be applicable, for
9 filing under seal. *See Ctr. For Auto Safety v. Chrysler Grp., LLC*, 809 F.3d 1092,
10 1101 (9th Cir. 2016). Such party seeking to file under seal shall follow all applicable
11 rules, including Civil Local Rules 79-5, 79-5.2, 79-5.2.2, and 79-5.3 of the U.S.
12 District Court for the Central District of California. If a sealing application is made
13 but denied, the party seeking to file such material may file the Protected Materials
14 not under seal.

15 Nothing in this Confidentiality Stipulation shall prevent or restrict a
16 Producing Party’s own disclosure or use of its own Protected Material for any
17 purpose, and nothing in this Protective Order shall preclude any Producing Party
18 from showing its own Protected Material to an individual who prepared the Protected
19 Material.

20 Nothing in this Confidentiality Order shall restrict in any way the use or
21 disclosure of Discovery Material by the Receiving Party that is: (i) in the public
22 domain at the time of disclosure or becomes part of the public domain after its
23 disclosure to the Receiving Party as a result of publication not involving a violation
24 of this Confidentiality Order, including becoming part of the public record through
25 trial or otherwise; (ii) known to the Receiving Party prior to the disclosure or
26 obtained by the Receiving Party after the disclosure from a source who obtained the
27 information lawfully and under no obligation of confidentiality to the Producing
28 Party; (iii) previously produced, disclosed and/or provided by the Producing Party

1 to the Receiving Party or a Non-Party without an obligation of confidentiality and
2 not by inadvertence or mistake; (iv) with the consent of the Producing Party; or (v)
3 pursuant to order of a court of law.

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

7 ***B. Disclosure of Confidential Information or Items***

8 Unless otherwise ordered by a court of law or permitted in writing by the
9 Designating Party, the Receiving Party may disclose Protected Material only to:

10 1. The Receiving Party's or another Party's Counsel, as well as employees,
11 consultants, or experts of said Counsel to whom it is reasonably necessary to disclose
12 the information for Enforcement Proceedings;

13 2. the officers, directors, and employees of the Receiving Party or of
14 another Party, to whom disclosure is reasonably necessary for Enforcement
15 Proceedings;

16 3. the Court and its personnel;

17 4. court reporters and their staff;

18 5. Professional Vendors to whom disclosure is reasonably necessary for
19 Enforcement Proceedings, provided such persons have completed the certification
20 contained in Attachment A, Acknowledgment and Agreement to be Bound;

21 6. the author or recipient of a document containing the information or a
22 custodian or other person who otherwise possessed or knew the information;

23 7. during their depositions, examinations or at trial, witnesses, and
24 attorneys for witnesses, in Enforcement Proceedings to whom disclosure is
25 reasonably necessary, provided such persons have completed the certification
26 contained in Attachment A, Acknowledgment and Agreement to be Bound; and

27 8. any mediator or other settlement officer, and their supporting personnel,
28 provided such persons have completed the certification contained in Attachment A,

1 Acknowledgment and Agreement to be Bound.

2 The above parties shall be subject to the terms of this Confidentiality Order and be
3 bound by its terms and be subject to the jurisdiction of the Court to enforce its terms.

4 **VII. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
5 **PRODUCED IN OTHER LITIGATION**

6 If the Receiving Party is served with a subpoena or a court order issued in
7 other litigation that compels disclosure of any information or items designated as
8 confidential, the Receiving Party must:

9 1. promptly notify in writing the Designating Party and provide the
10 Designating Party with a copy of the subpoena or court order unless ordered not to
11 do so by a court of law; and

12 2. promptly notify in writing the party who caused the subpoena or order
13 to issue in the other litigation that some or all of the material covered by the subpoena
14 or order is subject to this Confidentiality Order and provide said party with a copy
15 of this Confidentiality Order.

16 If the Designating Party timely seeks a protective order, the Receiving Party
17 shall not produce any information designated in this action as a Confidential
18 Information or Item before a determination by the court from which the subpoena or
19 order issued, unless the Receiving Party has obtained the Designating Party's
20 permission. The Designating Party shall bear the burden and expense of seeking
21 protection in that court of its confidential material and nothing in these provisions
22 should be construed as authorizing or encouraging the Receiving Party to disobey a
23 lawful directive from a court.

24 **VIII. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

25 If the Receiving Party learns that, by inadvertence or otherwise, it has
26 disclosed Protected Material to any person or in any circumstance not authorized
27 under this Confidentiality Order, the Receiving Party must immediately (1) notify in
28 writing the Designating Party of the unauthorized disclosures, (2) use its best efforts

1 to retrieve all unauthorized copies of the Protected Material, (3) inform the person
2 or persons to whom unauthorized disclosures were made of all the terms of this
3 Confidentiality Order, and (4) request such person or persons affirm in writing their
4 acknowledgement of this Confidentiality Order and agreement to be bound by its
5 terms.

6 **IX. MISCELLANEOUS**

7 ***A. Right to Further Relief***

8 Nothing in this Confidentiality Order abridges the right of any person to seek
9 its modification by the Court in the future. Nothing in this Confidentiality Order
10 shall be construed to limit the Court's power to make orders concerning disclosure
11 of documents produced in discovery or at trial.

12 ***B. Right to Assert Other Objections***

13 By entering into this Confidentiality Order, the Producing Party does not
14 waive any rights it otherwise would have to object to disclosing or producing any
15 information or item on any ground not addressed in this Confidentiality Stipulation.
16 Similarly, the Producing Party does not waive any right to object on any ground to
17 use in evidence of any of the material covered by this Confidentiality Order.

18 **X. FINAL DISPOSITION**

19 After the final disposition of the Enforcement Proceedings, within 60 days of
20 a written request by the Designating Party, the Receiving Party must return all
21 Protected Material to the Designating Party or destroy such material. As used in this
22 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
23 summaries, and any other format reproducing or capturing any of the Protected
24 Material. Whether the Protected Material is returned or destroyed, the Receiving
25 Party must submit a written certification to the Designating Party by the 60-day
26 deadline that (1) identifies (by category, where appropriate) all the Protected
27 Material that was returned or destroyed and (2) affirms that the Receiving Party has
28 not retained any copies, abstracts, compilations, summaries or any other format

1 reproducing or capturing any of the Protected Material.

2 Notwithstanding this provision, Counsel are entitled to retain an archival copy
3 of all pleadings, motion papers, transcripts of depositions, hearings, and other
4 proceedings, legal memoranda, correspondence, deposition and trial exhibits, and
5 attorney work product, even if such materials contain Protected Material.

6 **XI. VIOLATION**

7 Any violation of this Confidentiality Order may be punished by appropriate
8 measures, including but not limited to contempt proceedings and/or monetary
9 sanctions. The Receiving Party shall not be in violation of this Confidentiality Order
10 due to the actions of another party or court beyond the Receiving Party's control, so
11 long as the Receiving Party has taken such measures as are necessary and appropriate
12 to prevent the public disclosure of Protected Material.

13 **XII. EFFECTIVE WITHOUT COURT ORDER**

14 Signatories to this Confidentiality Order agree to be bound by this
15 Confidentiality Order before entry of an order by the Court.

16 **XIII. PERSONS BOUND**

17 This Confidentiality Order shall take effect when entered and shall be binding
18 upon all counsel of record and their law firms, and persons made subject to the
19 Confidentiality Order by its terms.
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1 IT IS SO STIPULATED.

2 Date: October 2, 2019

/s/ Christopher Cogburn (with consent)

3 John Han
4 Christopher Cogburn
5 Attorneys for Shanghai Lan Cai
6 Asset Management Co. Ltd.

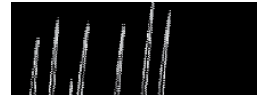
7 Date: October 2, 2019

/s/ William Pao (with consent)

8 William K. Pao
9 Carlos Lazatin
10 Attorneys for Jia Yueting

11 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

12 Date: October 7, 2019



13 _____
14 HON. MICHAEL R. WILNER
15 United States Magistrate Judge

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1 The undersigned acknowledges that violation of the Confidentiality Order
2 may result in penalties for contempt of court.

3 Name: _____

4 Job Title: _____

5 Employer: _____

6 Business Address: _____

7 Date: _____

8 Signature: _____

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