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

JAMES MATTHEW WOLF,
individually and doing business as Jim
Wolf and Veruca Records

Plaintiff

vs.

KDIGITAL MEDIA CO., LTD., A
Korean business entity; CHARLIE
AHN, an individual; GODINMEDIA
CORP., a Korean business entity;
WARNER BROS. DIGITAL
NETWORKS LABS, INC., formerly
known as DramaFever Corp., a
Delaware Corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 2:20-cv-04469-DMG (ASx)

PROTECTIVE ORDER

I. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to

1 file confidential information under seal; Civil Local Rule 79-5 sets forth the
2 procedures that must be followed and the standards that will be applied when a party
3 seeks permission from the court to file material under seal.

4 **B. GOOD CAUSE STATEMENT**

5 This action is likely to involve discovery documents containing thousands of
6 pages of highly confidential customer data and sales information that do not pertain
7 to this case, but to other customers of Defendant who do not wish to have such
8 information disclosed publicly. This data pertains to hundreds of music catalogs
9 distributed by defendant for which special protection from public disclosure and
10 from use for any purpose other than prosecution of this action is warranted. Such
11 confidential and proprietary materials and information consist of, among other
12 things, confidential business and financial information and commercial information,
13 such as how many units of a musical product were sold or streamed and where,
14 information otherwise generally unavailable to the public and which is proprietary.
15 Accordingly, to expedite the flow of information, to facilitate the prompt resolution
16 of disputes over confidentiality of discovery materials, to adequately protect
17 information the parties are entitled to keep confidential, to ensure that the parties are
18 permitted reasonable necessary uses of such material in preparation for and in the
19 conduct of trial, to address their handling at the end of the litigation, and serve the
20 ends of justice, a protective order for such information is justified in this matter. It is
21 the intent of the parties that information will not be designated as confidential for
22 tactical reasons and that nothing be so designated without a good faith belief that it
23 has been maintained in a confidential, non-public manner, and there is good cause
24 why it should not be part of the public record of this case.

25

26 **2. DEFINITIONS**

27 **2.1 Action: this pending federal law suit or related actions.**

28

- 1 2.2 Challenging Party: a Party or Non-Party that challenges the designation
2 of information or items under this Order.
- 3 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
4 how it is generated, stored or maintained) or tangible things that qualify
5 for protection under Federal Rule of Civil Procedure 26(c), and as
6 specified above in the Good Cause Statement.
- 7 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
8 their support staff).
- 9 2.5 Designating Party: a Party or Non-Party that designates information or
10 items that it produces in disclosures or in responses to discovery as
11 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”
- 12 2.6 Disclosure or Discovery Material: all items or information, regardless
13 of the medium or manner in which it is generated, stored, or maintained
14 (including, among other things, testimony, transcripts, and tangible
15 things), that are produced or generated in disclosures or responses to
16 discovery in this matter.
- 17 2.7 Expert: a person with specialized knowledge or experience in a matter
18 pertinent to the litigation who has been retained by a Party or its
19 counsel to serve as an expert witness or as a consultant in this Action.
- 20 2.8 House Counsel: attorneys who are employees of a party to this Action.
21 House Counsel does not include Outside Counsel of Record or any
22 other outside counsel.
- 23 2.9 Non-Party: any natural person, partnership, corporation, association, or
24 other legal entity not named as a Party to this action.
- 25 2.10 Outside Counsel of Record: attorneys who are not employees of a party
26 to this Action but are retained to represent or advise a party to this
27 Action and have appeared in this Action on behalf of that party or are
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1 affiliated with a law firm which has appeared on behalf of that party,
2 and includes support staff.

3 2.11 Party: any party to this Action, including all of its officers, directors,
4 employees, consultants, retained experts, and Outside Counsel of
5 Record (and their support staffs).

6 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
7 Discovery Material in this Action.

8 2.13 Professional Vendors: persons or entities that provide litigation support
9 services (e.g., photocopying, videotaping, translating, preparing
10 exhibits or demonstrations, and organizing, storing, or retrieving data in
11 any form or medium) and their employees and subcontractors.

12 2.14 Protected Material: any Disclosure or Discovery Material that is
13 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

14 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
15 from a Producing Party.

16 2.16 “HIGHLY CONFIDENTIAL” Information or Items: information
17 (regardless of how it is generated, stored or maintained) or tangible
18 things that qualify for protection under Federal Rule of Civil Procedure
19 26(c), and as specified above in the Good Cause Statement, and that, in
20 addition, disclosure of which could be especially detrimental to the
21 business of a Party or Non-Party.

22
23 3. SCOPE

24 The protections conferred by this Stipulation and Order cover not only
25 Protected Material (as defined above), but also (1) any information copied or
26 extracted from Protected Material; (2) all copies, excerpts, summaries, or
27 compilations of Protected Material; and (3) any testimony, conversations, or
28 presentations by Parties or their Counsel that might reveal Protected Material.

1 Any use of Protected Material at trial shall be governed by the orders of the
2 trial judge. This Order does not govern the use of Protected Material at trial.

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4 4. DURATION

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

13

14 5. DESIGNATING PROTECTED MATERIAL

15 5.1 Exercise of Restraint and Care in Designating Material for Protection.
16 Each Party or Non-Party that designates information or items for protection under
17 this Order must take care to limit any such designation to specific material that
18 qualifies under the appropriate standards. The Designating Party must designate for
19 protection only those parts of material, documents, items, or oral or written
20 communications that qualify so that other portions of the material, documents, items,
21 or communications for which protection is not warranted are not swept unjustifiably
22 within the ambit of this Order.

23 Mass, indiscriminate, or routinized designations are prohibited. Designations
24 that are shown to be clearly unjustified or that have been made for an improper
25 purpose (e.g., to unnecessarily encumber the case development process or to impose
26 unnecessary expenses and burdens on other parties) may expose the Designating
27 Party to sanctions.

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

4 5.2 Manner and Timing of Designations. Except as otherwise provided in
5 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
7 under this Order must be clearly so designated before the material is disclosed or
8 produced.

9 Designation in conformity with this Order requires:

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

20 A Party or Non-Party that makes original documents available for inspection
21 need not designate them for protection until after the inspecting Party has indicated
22 which documents it would like copied and produced. During the inspection and
23 before the designation, all of the material made available for inspection that is not
24 designated "HIGHLY CONFIDENTIAL" through affixation of the "HIGHLY
25 CONFIDENTIAL" legend shall be deemed "CONFIDENTIAL." After the
26 inspecting Party has identified the documents it wants copied and produced, the
27 Producing Party must determine which documents, or portions thereof, qualify for
28 protection under this Order. Then, before producing the specified documents, the

1 Producing Party must affix the “CONFIDENTIAL legend” to each page that
2 contains Protected Material. If only a portion or portions of the material on a page
3 qualifies for protection, the Producing Party also must clearly identify the protected
4 portion(s) (e.g., by making appropriate markings in the margins).

5 (b) for testimony given in depositions that the Designating Party identify
6 the Disclosure or Discovery Material on the record, before the close of the
7 deposition all protected testimony.

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

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

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21 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
23 designation of confidentiality at any time that is consistent with the Court’s
24 Scheduling Order.

25 6.2 Meet and Confer. The Challenging Party shall initiate the informal
26 dispute resolution process set forth in the Court's Procedures and Schedules. see
27 <http://www.cacd.uscourts.gov/honorable-alka-sagar>

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1 6.3 The burden of persuasion in any such challenge proceeding shall be on
2 the Designating Party. Frivolous challenges, and those made for an improper
3 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
4 parties) may expose the Challenging Party to sanctions. Unless the Designating
5 Party has waived or withdrawn the confidentiality designation, all parties shall
6 continue to afford the material in question the level of protection to which it is
7 entitled under the Producing Party’s designation until the Court rules on the
8 challenge.

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10 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

11 7.1 Basic Principles. A Receiving Party may use Protected Material that is
12 disclosed or produced by another Party or by a Non-Party in connection with this
13 Action only for prosecuting, defending, or attempting to settle this Action. Such
14 Protected Material may be disclosed only to the categories of persons and under the
15 conditions described in this Order. When the Action has been terminated, a
16 Receiving Party must comply with the provisions of section 13 below (FINAL
17 DISPOSITION).

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

21 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
22 otherwise ordered by the court or permitted in writing by the Designating Party, a
23 Receiving Party may disclose any information or item designated
24 “CONFIDENTIAL” only to:

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

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

3 (c) Experts (as defined in this Order) of the Receiving Party to whom
4 disclosure is reasonably necessary for this Action and who have signed the
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

6 (d) the court and its personnel;

7 (e) court reporters and their staff;

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

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

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

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

24 7.3 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items.
25 Unless otherwise ordered by the court or permitted in writing by the Designating
26 Party, a Receiving Party may disclose any information or item designated
27 “HIGHLY CONFIDENTIAL” only to:
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1 a) court reporters involved in transcribing depositions or other
2 proceedings in this litigation, provided that they agree to be subject to the terms of
3 this Protective Order and provided that they are provided HIGHLY
4 CONFIDENTIAL information only to the extent necessary to perform the
5 transcription;

6 b) the court and its staff;

7 c) members of the jury in this case, if any;

8 d) witnesses whose depositions are, or whose trial testimony is, taken in
9 this proceeding, under the following circumstances:

10 (i) any witness may be shown a document in which the witness is
11 identified as a signatory, author, addressee or recipient of a copy, or which the
12 deposing party believes in good faith the witness has already seen;

13 (ii) a current officer, director or employee of a party may be shown
14 any document designated as HIGHLY CONFIDENTIAL by that party;

15 (iii) a witness designated by a party pursuant to Rule 30(b)(6) of the
16 Federal Rules of Civil Procedure may be shown any document designated as
17 HIGHLY CONFIDENTIAL by that party;

18 (iv) a former officer, director or employee of a party may be shown a
19 document designated as HIGHLY CONFIDENTIAL by that party if it
20 appears from the face of the document that the witness previously had access
21 to the document while employed by the party, or that the document describes
22 activities in which the witness participated.

23 e) any other person qualified to receive HIGHLY CONFIDENTIAL
24 information pursuant to either an order of the court or a stipulation of the parties
25 confirmed in writing, as well as outside counsel of record in this action and
26 members, associates, paralegals and clerical staff of their law firms, but excluding
27 in-house counsel. Before disclosure of any HIGHLY CONFIDENTIAL material to
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1 in-house counsel, permission must first be received from counsel for the designating
2 party or this court.

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

6 If a Party is served with a subpoena or a court order issued in other litigation
7 that compels disclosure of any information or items designated in this Action as
8 “CONFIDENTIAL or “HIGHLY CONFIDENTIAL,” that Party must:

9 (a) promptly notify in writing the Designating Party. Such notification shall
10 include a copy of the subpoena or court order;

11 (b) promptly notify in writing the party who caused the subpoena or order to
12 issue in the other litigation that some or all of the material covered by the subpoena
13 or order is subject to this Protective Order. Such notification shall include a copy of
14 this Stipulated Protective Order; and

15 (c) cooperate with respect to all reasonable procedures sought to be pursued
16 by the Designating Party whose Protected Material may be affected.

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

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1 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a Non-
4 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
5 CONFIDENTIAL.” Such information produced by Non-Parties in connection with
6 this litigation is protected by the remedies and relief provided by this Order. Nothing
7 in these provisions should be construed as prohibiting a Non-Party from seeking
8 additional protections.

9 (b) In the event that a Party is required, by a valid discovery request, to
10 produce a Non-Party’s confidential information in its possession, and the Party is
11 subject to an agreement with the Non-Party not to produce the Non-Party’s
12 confidential information, then the Party shall:

13 (1) promptly notify in writing the Requesting Party and the Non-Party
14 that some or all of the information requested is subject to a confidentiality
15 agreement with a Non-Party;

16 (2) promptly provide the Non-Party with a copy of the Stipulated
17 Protective Order in this Action, the relevant discovery request(s), and a
18 reasonably specific description of the information requested; and

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

21 (c) If the Non-Party fails to seek a protective order from this court within 14
22 days of receiving the notice and accompanying information, the Receiving Party
23 may produce the Non-Party’s confidential information responsive to the discovery
24 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
25 not produce any information in its possession or control that is subject to the
26 confidentiality agreement with the Non-Party before a determination by the court.
27 Absent a court order to the contrary, the Non-Party shall bear the burden and
28 expense of seeking protection in this court of its Protected Material.

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10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

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

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

1 12.2 Right to Assert Other Objections. By stipulating to the entry of this
2 Protective Order no Party waives any right it otherwise would have to object to
3 disclosing or producing any information or item on any ground not addressed in this
4 Stipulated Protective Order. Similarly, no Party waives any right to object on any
5 ground to use in evidence of any of the material covered by this Protective Order.

6 12.3 Filing Protected Material. A Party that seeks to file under seal any
7 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
8 only be filed under seal pursuant to a court order authorizing the sealing of the
9 specific Protected Material at issue. If a Party's request to file Protected Material
10 under seal is denied by the court, then the Receiving Party may file the information
11 in the public record unless otherwise instructed by the court.

12

13 13. FINAL DISPOSITION

14 After the final disposition of this Action, as defined in paragraph 4, within 60
15 days of a written request by the Designating Party, each Receiving Party must return
16 all Protected Material to the Producing Party or destroy such material. As used in
17 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
18 summaries, and any other format reproducing or capturing any of the Protected
19 Material. Whether the Protected Material is returned or destroyed, the Receiving
20 Party must submit a written certification to the Producing Party (and, if not the same
21 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
22 (by category, where appropriate) all the Protected Material that was returned or
23 destroyed and (2) affirms that the Receiving Party has not retained any copies,
24 abstracts, compilations, summaries or any other format reproducing or capturing any
25 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
26 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
27 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
28 reports, attorney work product, and consultant and expert work product, even if such

1 materials contain Protected Material. Any such archival copies that contain or
2 constitute Protected Material remain subject to this Protective Order as set forth in
3 Section 4 (DURATION).

4
5 14. Any violation of this Order may be punished by any and all appropriate
6 measures including, without limitation, contempt proceedings and/or monetary
7 sanctions.

8
9 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

10

11 DATED February 12, 2021

12

13 /s/ Sehyung Park

14 Sehyung (Logan) Park, Esq.
15 Attorney for Plaintiff, JAMES WOLF

16 DATED February 12, 2021

17

18 /s/ Todd Bonder

19 Todd W. Bonder, Esq.
20 Attorney for Defendants KDIGITAL MEDIA
21 CO. LTD. and CHARLIE AHN

22 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

23

24 DATED February 16, 2021

25

26 / s / Sagar

27 Honorable Alka Sagar
28 United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of
5 perjury that I have read in its entirety and understand the Stipulated Protective Order
6 that was issued by the United States District Court for the Central District of
7 California on [date] in the case of *JAMES WOLF, etc., Plaintiff, vs. KDIGITAL*
8 *MEDIA CO., LTD., et al., Defendants*, U.S.D.C. (C.D. Cal.) Case No 2:20-cv-
9 04469-DMG-AS. I agree to comply with and to be bound by all the terms of this
10 Stipulated Protective Order and I understand and acknowledge that failure to so
11 comply could expose me to sanctions and punishment in the nature of contempt. I
12 solemnly promise that I will not disclose in any manner any information or item that
13 is subject to this Stipulated Protective Order to any person or entity except in strict
14 compliance with the provisions of this Order. I further agree to submit to the
15 jurisdiction of the United States District Court for the Central District of California
16 for the purpose of enforcing the terms of this Stipulated Protective Order, even if
17 such enforcement proceedings occur after termination of this action. I hereby
18 appoint _____ [print or type full name] of
19 _____ [print or type full address and telephone
20 number] as my California agent for service of process in connection with this action
21 or any proceedings related to enforcement of this Stipulated Protective Order.

22
23 Date: _____

24 City and State where sworn and signed: _____

25
26 Printed name: _____

27
28 Signature: _____