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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

HOLLYWOOD INNOVATIONS
GROUP, LLC.

Plaintiff,

v.

NETFLIX, INC., a Delaware
Corporation, ZIP CINEMA CO.,
LTD., a South Korean Corporation,
KAKAO ENTERTAINMENT
CORP., a South Korean Corporation,
PERSPECTIVE PICTURES CO.,
LTD, a South Korean Corporation,
and Does 1-10, inclusive,

Defendants.

Case No. 2:21-cv-9423-TJH(GJSx)

**STIPULATED PROTECTIVE
ORDER¹ BETWEEN PLAINTIFF
AND DEFENDANT NETFLIX,
INC.**

Plaintiff Hollywood Innovations Group, LLC and Defendant Netflix, Inc. jointly request the Court issue this Stipulated Protective Order to govern the disclosure, use and handling of Protected Material in the above-captioned case.

1. A. PURPOSES AND LIMITATIONS

Disclosure and discovery in this action are 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

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Gail J. Standish's Procedures.

1 may be warranted. Accordingly, the parties hereby stipulate to and petition the
2 Court to enter the following Stipulated Protective Order. The parties acknowledge
3 that this Order does not confer blanket protections on all disclosures or responses to
4 discovery and that the protection it affords from public disclosure and use extends
5 only to the limited information or items that are entitled to confidential treatment
6 under the applicable legal principles.

7 B. GOOD CAUSE STATEMENT

8 This action is likely to involve valuable research, development, commercial,
9 financial, technical and/or proprietary information for which special protection from
10 public disclosure and from use for any purpose other than prosecution of this action
11 is warranted. Such confidential and proprietary materials and information consist
12 of, among other things, confidential business or financial information, information
13 regarding confidential business practices, or other confidential research,
14 development, or commercial information, information otherwise generally
15 unavailable to the public, or which may be privileged or otherwise protected from
16 disclosure under state or federal statutes, court rules, case decisions, or common
17 law. Accordingly, to expedite the flow of information, to facilitate the prompt
18 resolution of disputes over confidentiality of discovery materials, to adequately
19 protect information the parties are entitled to keep confidential, to ensure that the
20 parties are permitted reasonable necessary uses of such material in preparation for
21 and in the conduct of trial, to address their handling at the end of the litigation, and
22 serve the ends of justice, a protective order for such information is justified in this
23 matter. It is the intent of the parties that information will not be designated as
24 confidential for tactical reasons and that nothing be so designated without a good
25 faith belief that it has been maintained in a confidential, non-public manner, and
26 there is good cause why it should not be part of the public record of this case.

1 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

2 The parties further acknowledge, as set forth in Section 12.3, below, that this
3 Stipulated Protective Order does not entitle them to file confidential information
4 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
5 and the standards that will be applied when a party seeks permission from the court
6 to file material under seal.

7 There is a strong presumption that the public has a right of access to judicial
8 proceedings and records in civil cases. In connection with non-dispositive motions,
9 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
10 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
11 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electrics,*
12 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders
13 require good cause showing), and a specific showing of good cause or compelling
14 reasons with proper evidentiary support and legal justification, must be made with
15 respect to Protected Material that a party seeks to file under seal. The parties' mere
16 designation of Disclosure or Discovery Material as CONFIDENTIAL does not—
17 without the submission of competent evidence by declaration, establishing that the
18 material sought to be filed under seal qualifies as confidential, privileged, or
19 otherwise protectable—constitute good cause.

20 Further, if a party requests sealing related to a dispositive motion or trial, then
21 compelling reasons, not only good cause, for the sealing must be shown, and the
22 relief sought shall be narrowly tailored to serve the specific interest to be protected.
23 *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For
24 each item or type of information, document, or thing sought to be filed or introduced
25 under seal in connection with a dispositive motion or trial, the party seeking
26 protection must articulate compelling reasons, supported by specific facts and legal
27 justification, for the requested sealing order. Again, competent evidence supporting
28 the application to file documents under seal must be provided by declaration.

1 Any document that is not confidential, privileged, or otherwise protectable in
2 its entirety will not be filed under seal if the confidential portions can be redacted.
3 If documents can be redacted, then a redacted version for public viewing, omitting
4 only the confidential, privileged, or otherwise protectable portions of the document,
5 shall be filed. Any application that seeks to file documents under seal in their
6 entirety should include an explanation of why redaction is not feasible.

7 **2. DEFINITIONS**

8 2.1 Action: the above-captioned pending federal lawsuit.

9 2.2 Challenging Party: a Party or Non-Party that challenges the
10 designation of information or items under this Order.

11 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
12 how it is generated, stored or maintained) or tangible things that qualify for
13 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
14 the Good Cause Statement.

15 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
16 their support staff).

17 2.5 Designated House Counsel: House Counsel who seek access to
18 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information in this
19 matter.

20 2.6 Designating Party: a Party or Non-Party that designates information or
21 items that it produces in disclosures or in responses to discovery as
22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
23 ONLY”.

24 2.7 Disclosure or Discovery Material: all items or information, regardless
25 of the medium or manner in which it is generated, stored, or maintained (including,
26 among other things, testimony, transcripts, and tangible things), that are produced or
27 generated in disclosures or responses to discovery in this matter.

28 2.8 Expert: a person with specialized knowledge or experience in a matter

1 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve
2 as an expert witness or as a consultant in this Action, (2) is not a past or current
3 employee of a Party or of a Party's competitor, and (3) at the time of retention, is
4 not anticipated to become an employee of a Party or of a Party's competitor.

5 2.9 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

6 Information or Items: extremely sensitive “Confidential Information or Items,”
7 disclosure of which to another Party or Non-Party would create a substantial risk of
8 serious harm that could not be avoided by less restrictive means.

9 2.10 House Counsel: attorneys who are employees of a party to this Action.

10 House Counsel does not include Outside Counsel of Record or any other outside
11 counsel.

12 2.11 Non-Party: any natural person, partnership, corporation, association or
13 other legal entity not named as a Party to this action.

14 2.12 Outside Counsel of Record: attorneys who are not employees of a
15 party to this Action but are retained to represent or advise a party to this Action and
16 have appeared in this Action on behalf of that party or are affiliated with a law firm
17 which has appeared on behalf of that party, and includes support staff.

18 2.13 Party: any party to this Action, including all of its officers, directors,
19 employees, consultants, retained experts, and Outside Counsel of Record (and their
20 support staffs).

21 2.14 Producing Party: a Party or Non-Party that produces Disclosure or
22 Discovery Material in this Action.

23 2.15 Professional Vendors: persons or entities that provide litigation
24 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
25 demonstrations, and organizing, storing, or retrieving data in any form or medium)
26 and their employees and subcontractors.

27 2.16 Protected Material: any Disclosure or Discovery Material that is
28 designated as “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL –

1 ATTORNEYS' EYES ONLY.”

2 2.17 Receiving Party: a Party that receives Disclosure or Discovery
3 Material from a Producing Party.

4 3. SCOPE

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

10 However, the protections conferred by this Stipulation and Order do not cover the
11 following information: (a) any information that is in the public domain at the time of
12 disclosure to a Receiving Party or becomes part of the public domain after its
13 disclosure to a Receiving Party as a result of publication not involving a violation of
14 this Order, including becoming part of the public record through trial or otherwise;
15 and (b) any information known to the Receiving Party prior to the disclosure or
16 obtained by the Receiving Party after the disclosure from a source who obtained the
17 information lawfully and under no obligation of confidentiality to the Designating
18 Party.

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

21 4. DURATION

22 FINAL DISPOSITION of the action is defined as the conclusion of any
23 appellate proceedings, or, if no appeal is taken, when the time for filing of an appeal
24 has run. Except as set forth below, the terms of this protective order apply through
25 FINAL DISPOSITION of the action. The parties may stipulate that they will be
26 contractually bound by the terms of this agreement beyond FINAL DISPOSITION,
27 but will have to file a separate action for enforcement of the agreement once all
28 proceedings in this case are complete.

1 Once a case proceeds to trial, information that was designated as
2 CONFIDENTIAL or maintained pursuant to this protective order used or introduced
3 as an exhibit at trial becomes public and will be presumptively available to all
4 members of the public, including the press, unless compelling reasons supported by
5 specific factual findings to proceed otherwise are made to the trial judge in advance
6 of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”
7 showing for sealing documents produced in discovery from “compelling reasons”
8 standard when merits-related documents are part of court record). Accordingly, for
9 such materials, the terms of this protective order do not extend beyond the
10 commencement of the trial.

11 5. DESIGNATING PROTECTED MATERIAL

12 5.1 Exercise of Restraint and Care in Designating Material for Protection.

13 Each Party or Non-Party that designates information or items for protection under
14 this Order must take care to limit any such designation to specific material that
15 qualifies under the appropriate standards. To the extent it is practical to do so, the
16 Designating Party must designate for protection only those parts of material,
17 documents, items or oral or written communications that qualify so that other
18 portions of the material, documents, items or communications for which protection
19 is not warranted are not swept unjustifiably within the ambit of this Order.

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

25 If it comes to a Designating Party’s attention that information or items that it
26 designated for protection do not qualify for protection at all or do not qualify for the
27 level of protection initially asserted, that Designating Party must promptly notify all
28 other Parties that it is withdrawing the mistaken designation.

1 5.2 Manner and Timing of Designations. Except as otherwise provided in
2 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
4 under this Order must be clearly so designated before the material is disclosed or
5 produced.

6 Designation in conformity with this Order requires:

7 (a) for information in documentary form (e.g., paper or electronic
8 documents, but excluding transcripts of depositions or other pretrial or trial
9 proceedings), that the Producing Party affix at a minimum, the legend
10 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
11 ONLY,” to each page that contains protected material. If only a portion of the
12 material on a page qualifies for protection, the Producing Party also must clearly
13 identify the protected portion(s) (e.g., by making appropriate markings in the
14 margins) and must specify, for each portion, the level of protection being asserted.

15 A Party or Non-Party that makes original documents or materials available for
16 inspection need not designate them for protection until after the inspecting Party has
17 indicated which material it would like copied and produced. During the inspection
18 and before the designation, all of the material made available for inspection shall be
19 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
20 inspecting Party has identified the documents it wants copied and produced, the
21 Producing Party must determine which documents, or portions thereof, qualify for
22 protection under this Order. Then, before producing the specified documents, the
23 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or
24 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that
25 contains Protected Material. If only a portion or portions of the material on a page
26 qualifies for protection, the Producing Party also must clearly identify the protected
27 portion(s) (e.g., by making appropriate markings in the margins) and must specify,
28 for each portion, the level of protection being asserted.

1 (b) for testimony given in deposition or in other pretrial or trial
2 proceedings, that the Designating Party identify on the record, before the close of
3 the deposition, hearing, or other proceeding, all protected testimony and specify the
4 level of protection being asserted. When it is impractical to identify separately each
5 portion of testimony that is entitled to protection and it appears that substantial
6 portions of the testimony may qualify for protection, the Designating Party may
7 invoke on the record (before the deposition, hearing, or other proceeding is
8 concluded) a right to have up to 21 days to identify the specific portions of the
9 testimony as to which protection is sought and to specify the level of protection
10 being asserted. Only those portions of the testimony that are appropriately
11 designated for protection within the 21 days shall be covered by the provisions of
12 this Stipulated Protective Order. Alternatively, a Designating Party may specify, at
13 the deposition or up to 21 days afterwards if that period is properly invoked, that the
14 entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY
15 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

16 **Parties shall give the other parties notice if they reasonably expect a**
17 **deposition, hearing or other proceeding to include Protected Material so that**
18 **the other parties can ensure that only authorized individuals who have signed**
19 **the “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at**
20 **those proceedings. The use of a document as an exhibit at a deposition shall not**
21 **in any way affect its designation as “CONFIDENTIAL” or “HIGHLY**
22 **CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”**

23 **Transcripts containing Protected Material shall have an obvious**
24 **legend on the title page that the transcript contains Protected Material, and the**
25 **title page shall be followed by a list of all pages (including line numbers as**
26 **appropriate) that have been designated as Protected Material and the level of**
27 **protection being asserted by the Designating Party. The Designating Party shall**
28 **inform the court reporter of these requirements. Any transcript that is**

1 **prepared before the expiration of a 21-day period for designation shall be**
2 **treated during that period as if it had been designated “HIGHLY**
3 **CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless**
4 **otherwise agreed. After the expiration of that period, the transcript shall be**
5 **treated only as actually designated.**

6 (c) for information produced in some form other than documentary and
7 for any other tangible items, that the Producing Party affix in a prominent place on
8 the exterior of the container or containers in which the information or item is stored
9 the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
10 EYES ONLY.” If only a portion or portions of the information or item warrant
11 protection, the Producing Party, to the extent practicable, shall identify the protected
12 portion(s) and specify the level of protection being asserted.

13 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
14 failure to designate qualified information or items does not, standing alone, waive
15 the Designating Party’s right to secure protection under this Order for such material.
16 Upon timely correction of a designation, the Receiving Party must make reasonable
17 efforts to assure that the material is treated in accordance with the provisions of this
18 Order.

19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
21 designation of confidentiality at any time that is consistent with the Court’s
22 Scheduling Order. Unless a prompt challenge to a Designating Party’s
23 confidentiality designation necessary to avoid foreseeable, substantial unfairness,
24 unnecessary economic burdens, or a significant disruption or delay of litigation, a
25 Party does not waive its right to challenge a confidentiality designation by electing
26 not to mount a challenge promptly after the original designation is disclosed.

27 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
28 resolution process by providing written notice of each designation it is challenging

1 and describing the basis for each challenge. To avoid ambiguity as to whether a
2 challenge has been made, the written notice must recite that the challenge to
3 confidentiality is being made in accordance with this specific paragraph of the
4 Protective Order. The parties shall attempt to resolve each challenge in good faith
5 and must begin the process by conferring directly (in voice to voice dialogue; other
6 forms of communication are not sufficient) within 14 days of the date of service of
7 notice. In conferring, the Challenging Party must explain the basis for its belief that
8 the confidentiality designation was not proper and must give the Designating Party
9 an opportunity to review the designated material, to reconsider the circumstances,
10 and, if no change in designation is offered, to explain the basis for the chosen
11 designation. A Challenging Party may proceed to the next stage of the challenge
12 process only if it has engaged in this meet and confer process first or establishes that
13 the Designating Party is unwilling to participate in the meet and confer process in a
14 timely manner.

15 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
16 court intervention, the Designating Party shall file and serve a motion to retain
17 confidentiality under Civil Local Rule 37-2 within 21 days of the initial notice of
18 challenge or within 14 days of the parties agreeing that the meet and confer process
19 will not resolve their dispute, whichever is earlier. Each such motion must be
20 accompanied by a competent declaration affirming that the movant has complied
21 with the meet and confer requirements imposed in the preceding paragraph. Failure
22 by the Designating Party to make such a motion including the required declaration
23 within 21 days (or 14 days, if applicable) shall automatically waive the
24 confidentiality designation for each challenged designation. In addition, the
25 Challenging Party may file a motion challenging a confidentiality designation at any
26 time if there is good cause for doing so, including a challenge to the designation of a
27 deposition transcript or any portions thereof. Any motion brought pursuant to this
28 provision must be accompanied by a competent declaration affirming that the

1 movant has complied with the meet and confer requirements imposed by the
2 preceding paragraph.

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

11 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

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

26 (a) the Receiving Party's Outside Counsel of Record in this Action, as
27 well as employees of said Outside Counsel of Record to whom it is reasonably
28 necessary to disclose the information for this Action and who have signed the

1 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
2 A;

3 (b) the officers, directors, and employees (including House Counsel) of
4 the Receiving Party to whom disclosure is reasonably necessary for this Action and
5 who have signed the “Acknowledgment and Agreement to Be Bound” that is
6 attached hereto as Exhibit A;

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

10 (d) the court and its personnel;

11 (e) court reporters and their staff;

12 (f) professional jury or trial consultants and Professional Vendors to
13 whom disclosure is reasonably necessary for this Action and who have signed the
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

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

26 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
27 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
28 writing by the Designating Party, a Receiving Party may disclose any information or

1 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only
2 to:

3 (a) the Receiving Party’s Outside Counsel of Record in this action, as well
4 as employees of said Outside Counsel of Record to whom it is reasonably necessary
5 to disclose the information for this litigation and who have signed the
6 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
7 A;

8 (b) Designated House Counsel of the Receiving Party (1) who has no
9 involvement in competitive decision-making, (2) to whom disclosure is reasonably
10 necessary for this litigation, (3) who has signed the “Acknowledgment and
11 Agreement to Be Bound” (Exhibit A), and (4) as to whom the procedures set forth in
12 paragraph 7.4(a)(1), below, have been followed];

13 (c) Experts of the Receiving Party (1) to whom disclosure is reasonably
14 necessary for this litigation, (2) who have signed the “Acknowledgment and
15 Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth in
16 paragraph 7.4(a)(2), below, have been followed];

17 (d) the court and its personnel;

18 (e) court reporters and their staff, professional jury or trial consultants, and
19 Professional Vendors to whom disclosure is reasonably necessary for this litigation
20 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
21 A); and

22 (f) the author or recipient of a document containing the information or a
23 custodian or other person who otherwise possessed or knew the information.

24 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY
25 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to
26 Designated House Counsel or Experts.

27 (a)(1) Unless otherwise ordered by the court or agreed to in writing by the
28 Designating Party, a Party that seeks to disclose to Designated House Counsel any

1 information or item that has been designated “HIGHLY CONFIDENTIAL –
2 ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(b) first must make a
3 written request to the Designating Party that (1) sets forth the full name of the
4 Designated House Counsel, and (2) describes the Designated House Counsel’s
5 current and reasonably foreseeable future primary job duties and responsibilities in
6 sufficient detail to determine if Designated House Counsel is involved, or may
7 become involved, in any competitive decision-making.

8 (a)(2) Unless otherwise ordered by the court or agreed to in writing by the
9 Designating Party, a Party that seeks to disclose to an Expert (as defined in this
10 Order) any information or item that has been designated “HIGHLY
11 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(c)
12 first must make a written request to the Designating Party that (1) identifies the
13 general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY
14 information that the Receiving Party seeks permission to disclose to the Expert, (2)
15 sets forth the full name of the Expert and the city and state of his or her primary
16 residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the
17 Expert’s current employer(s), (5) identifies each person or entity from whom the
18 Expert has received compensation or funding for work in his or her areas of
19 expertise or to whom the expert has provided professional services, including in
20 connection with a litigation, at any time during the preceding five years, and (6)
21 identifies (by name and number of the case, filing date, and location of court) any
22 litigation in connection with which the Expert has offered expert testimony,
23 including through a declaration, report, or testimony at a deposition or trial, during
24 the preceding five years.

25 (b) A Party that makes a request and provides the information specified in
26 the preceding respective paragraphs may disclose the subject Protected Material to
27 the identified Designated House Counsel or Expert unless, within 5 business of
28 delivering the request, the Party receives a written objection from the Designating

1 Party. Any such objection must set forth in detail the grounds on which it is based.

2 (c) A Party that receives a timely written objection must meet and confer
3 with the Designating Party (through direct voice to voice dialogue) to try to resolve
4 the matter by agreement within two business days of the written objection. If no
5 agreement is reached, the Party seeking to make the disclosure to Designated House
6 Counsel or the Expert may file a motion as provided in Civil Local Rule 7 (and in
7 compliance with Civil Local Rule 79-5, if applicable) seeking permission from the
8 court to do so. Any such motion must describe the circumstances with specificity,
9 set forth in detail the reasons why the disclosure to Designated House Counsel or the
10 Expert is reasonably necessary, assess the risk of harm that the disclosure would
11 entail, and suggest any additional means that could be used to reduce that risk. In
12 addition, any such motion must be accompanied by a competent declaration
13 describing the parties' efforts to resolve the matter by agreement (i.e., the extent and
14 the content of the meet and confer discussions) and setting forth the reasons
15 advanced by the Designating Party for its refusal to approve the disclosure.

16 In any such proceeding, the Party opposing disclosure to Designated
17 House Counsel or the Expert shall bear the burden of proving that the risk of harm
18 that the disclosure would entail (under the safeguards proposed) outweighs the
19 Receiving Party's need to disclose the Protected Material to its Designated House
20 Counsel or Expert.

21 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
22 IN OTHER LITIGATION

23 If a Party is served with a subpoena or a court order issued in other litigation
24 that compels disclosure of any information or items designated in this Action as
25 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
26 ONLY," that Party must:

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

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

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

7 If the Designating Party timely seeks a protective order, the Party served with
8 the subpoena or court order shall not produce any information designated in this
9 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
10 EYES ONLY” before a determination by the court from which the subpoena or
11 order issued, unless the Party has obtained the Designating Party’s permission. The
12 Designating Party shall bear the burden and expense of seeking protection in that
13 court of its confidential material and nothing in these provisions should be construed
14 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful
15 directive from another court.

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

18 (a) The terms of this Order are applicable to information produced by a
19 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
20 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by
21 Non-Parties in connection with this litigation is protected by the remedies and relief
22 provided by this Order. Nothing in these provisions should be construed as
23 prohibiting a Non-Party from seeking additional protections.

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

28 (1) promptly notify in writing the Requesting Party and the Non-Party

1 that some or all of the information requested is subject to a confidentiality
2 agreement with a Non-Party;

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

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

8 (c) If the Non-Party fails to object or seek a protective order from this
9 court within 14 days of receiving the notice and accompanying information, the
10 Receiving Party may produce the Non-Party's confidential information responsive
11 to the discovery request. If the Non-Party timely seeks a protective order, the
12 Receiving Party shall not produce any information in its possession or control that is
13 subject to the confidentiality agreement with the Non-Party before a determination
14 by the court. Absent a court order to the contrary, the Non-Party shall bear the
15 burden and expense of seeking protection in this court of its Protected Material.

16 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

25 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
26 PROTECTED MATERIAL

27 When a Producing Party gives notice to Receiving Parties that certain
28 inadvertently produced material is subject to a claim of privilege or other protection,

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

9 12. MISCELLANEOUS

10 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
11 person to seek its modification by the Court in the future.

12 12.2 Right to Assert Other Objections. By stipulating to the entry of this
13 Protective Order, no Party waives any right it otherwise would have to object to
14 disclosing or producing any information or item on any ground not addressed in this
15 Stipulated Protective Order. Similarly, no Party waives any right to object on any
16 ground to use in evidence of any of the material covered by this Protective Order.

17 12.3 Filing Protected Material. Without written permission from the
18 Designating Party or a court order secured after appropriate notice to all interested
19 persons, a Party may not file in the public record in this action any Protected
20 Material. A Party that seeks to file under seal any Protected Material must comply
21 with Local Civil Rule 79-5. Protected Material may only be filed under seal
22 pursuant to a court order authorizing the sealing of the specific Protected Material at
23 issue. If a Receiving Party's request to file Protected Material under seal is denied
24 by the Court, then the Receiving Party may file the Protected Material in the public
25 record unless otherwise instructed by the court.

26 13. FINAL DISPOSITION

27 Within 60 days after the final disposition of this Action, as defined in
28 paragraph 4, each Receiving Party must return all Protected Material to the

1 Producing Party or destroy such material. As used in this subdivision, “all Protected
2 Material” includes all copies, abstracts, compilations, summaries, and any other
3 format reproducing or capturing any of the Protected Material. Whether the
4 Protected Material is returned or destroyed, the Receiving Party must submit a
5 written certification to the Producing Party (and, if not the same person or entity, to
6 the Designating Party) by the 60 day deadline that (1) identifies (by category, where
7 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
8 that the Receiving Party has not retained any copies, abstracts, compilations,
9 summaries or any other format reproducing or capturing any of the Protected
10 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
11 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
12 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
13 work product, and consultant and expert work product, even if such materials
14 contain Protected Material. Any such archival copies that contain or constitute
15 Protected Material remain subject to this Protective Order as set forth in Section 4
16 (DURATION).

17 14. VIOLATION

18 Any violation of this Order may be punished by appropriate measures including,
19 without limitation, contempt proceedings and/or monetary sanctions.

20 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

21
22 DATED: October 17, 2022

MUNGER, TOLLES & OLSON LLP

23
24 By: /s/ Kelly M. Klaus

25 KELLY M. KLAUS

26 Attorneys for Defendant Netflix, Inc.
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DATED: October 17, 2022

ONE LLP

By: /s/ Peter Afrasiabi

PETER AFRASIABI

Attorneys for Plaintiff
Hollywood Innovations Group, LLC

Civil Local Rule 5-4.3.4 Attestation

Pursuant to Local Rule 5-4.3.4, I, Kelly M. Klaus, the ECF filer of this document, hereby attest that I obtained concurrence in the filing of this document from the other signatory.

DATED: October 17, 2022


By: /s/ Kelly M. Klaus

KELLY M. KLAUS

ORDER

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: October 17, 2022



HON. GAIL J. STANDISH
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3
4 I, _____ [print or type full name], of
5 _____ [print or type full address], declare under penalty of perjury
6 that I have read in its entirety and understand the Stipulated Protective Order that
7 was issued by the United States District Court for the Central District of California
8 on _____, 2022 in the case of *Hollywood Innovations Group, LLC v.*
9 *Netflix, Inc., et al.*, case no. 2:21-cv-09423-TJH-GJS.. I agree to comply with and to
10 be bound by all the terms of this Stipulated Protective Order and I understand and
11 acknowledge that failure to so comply could expose me to sanctions and punishment
12 in the nature of contempt. I solemnly promise that I will not disclose in any manner
13 any information or item that is subject to this Stipulated Protective Order to any
14 person or entity except in strict compliance with the provisions of this Order.
15 I further agree to submit to the jurisdiction of the United States District Court for the
16 Central District of California for the purpose of enforcing the terms of this
17 Stipulated Protective Order, even if such enforcement proceedings occur after
18 termination of this action. I hereby appoint _____ [print
19 or type full name] of _____ [print or type
20 full address and telephone number] as my California agent for service of process in
21 connection with this action or any proceedings related to enforcement of this
22 Stipulated Protective Order.

23 Date: _____

24 City and State where sworn and signed: _____

25
26 Printed name: _____

27
28 Signature: _____