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 21 UNITED STATES DISTRICT COURT FOR THE
 CENTRAL DISTRICT OF CALIFORNIA

22
 23 SEEDEVICE INC., et al.

24 Plaintiffs,

25 v.

26 KOREAN BROADCASTING
 SYSTEM, et al.,

27 Defendants.

Case No. 2:24-cv-7779 MWF (PDx)

**REVISED STIPULATED
 PROTECTIVE ORDER**

(PD Version)

Check if submitted without material
 modifications to PD form.

1 **1. INTRODUCTION**

2 **A. PURPOSES AND LIMITATIONS**

3 Disclosure and discovery activity in this action are likely to involve production of
4 confidential, proprietary, or private information for which special protection from public
5 disclosure and from use for any purpose other than prosecuting this litigation may be
6 warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the
7 following Stipulated Protective Order. The parties acknowledge that this Order does not
8 confer blanket protections on all disclosures or responses to discovery and that the
9 protection it affords from public disclosure and use extends only to the limited information
10 or items that are entitled to confidential treatment under the applicable legal principles. The
11 parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated
12 Protective Order does not entitle them to file confidential information under seal; Civil
13 Local Rule 79-5 sets forth the procedures that must be followed and the standards that will
14 be applied when a party seeks permission from the court to file material under seal.

15 **B. GOOD CAUSE STATEMENT**

16 This case is likely to involve discovery of commercially sensitive and trade secret
17 information, providing the requisite good cause for entry of a protective order and for the
18 inclusion of separate, heightened protections for material designated attorneys' eyes only.

19 Plaintiffs SeeDevice Inc. and Dr. Hoon Kim—a tech company and its founder—
20 filed this defamation and trade libel lawsuit against Defendants the Korean Broadcasting
21 System and KBS America, Inc.—media companies organized by the South Korean
22 government. (ECF No. 1 ¶¶ 3, 7-9, 16, 22-23.) A subset of Plaintiffs' trade libel damages
23 concern non-public, commercially sensitive details of unconsummated acquisitions, which
24 require confidentiality. (See Sealed Kim Decl. (ECF No. 54-1).) This information is
25 traditionally afforded protection under state and federal law and should not be disseminated
26 beyond the parties to this litigation. (See ECF No. 54-2 (noting that transaction information
27 is exempt from disclosure under 5 U.S.C. § 552).) Defendants may also seek discovery of
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1 trade-secret aspects of Plaintiffs’ proprietary nanotechnology, which is afforded similar
2 protection under the law. See 18 U.S.C. § 1835 (“the court shall enter such orders and take
3 such other action as may be necessary and appropriate to preserve the confidentiality
4 of trade secrets”); Cal. Civ. Code § 3426.5 (“a court shall preserve the secrecy of an alleged
5 trade secret by reasonable means, which may include granting protective orders”).
6 Defendants may also seek protections for sensitive and confidential information which
7 Plaintiffs may seek in the course of the defense of this action for defamation and trade libel,
8 such as the identities of informants, as well as other proprietary data belonging to
9 Defendants such as financial dealings with third parties, among other things.

10 Further, the Parties agree that the tiered Attorneys’ Eyes Only designation is
11 essential to controlling the dissemination of particularly sensitive information, which could
12 otherwise be shared within the large media organizations that are Defendants in this
13 litigation. The proposed protective order provides the least restrictive means to guard
14 against that risk and the parties will be able to balance the need to protect highly
15 confidential details while still ensuring public access to the courts.

16 Accordingly, to expedite the flow of information, to facilitate the prompt resolution
17 of disputes over confidentiality of discovery materials, to adequately protect information
18 the parties are entitled to keep confidential, to ensure that the parties are permitted
19 reasonable necessary uses of such material in preparation for and in the conduct of trial, to
20 address their handling at the end of the litigation, and serve the ends of justice, a protective
21 order for such information is justified in this matter. It is the intent of the parties that
22 information will not be designated as confidential for tactical reasons and that nothing be
23 so designated without a good faith belief that it has been maintained in a confidential, non-
24 public manner, and there is good cause why it should not be part of the public record of
25 this case.

26 2. DEFINITIONS

27 2.1 Action: SeeDevice Inc., et al. v. Korean Broadcasting System, et al., 2:24-
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1 cv-7779 MWF (PDx)

2 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
3 information or items under this Order.

4 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it
5 is generated, stored or maintained) or tangible things that qualify for protection under
6 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

7 2.4 Counsel (without qualifier): Outside Counsel and House Counsel (as well as
8 their support staff).

9 2.5 Designating Party: a Party or Non-Party that designates information or items
10 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or
11 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

12 2.6 Disclosure or Discovery Material: all items or information, regardless of the
13 medium or manner in which it is generated, stored, or maintained (including, among other
14 things, testimony, transcripts, and tangible things), that are produced or generated in
15 disclosures or responses to discovery in this matter.

16 2.7 Expert: a person with specialized knowledge or experience in a matter
17 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
18 expert witness or as a consultant in this Action.

19 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information
20 or Items: extremely sensitive “Confidential Information or Items,” disclosure of which to
21 another Party or Non-Party would create a substantial risk of serious harm that could not
22 be avoided by less restrictive means.

23 2.9 House Counsel: attorneys who are employees of a party to this Action. House
24 Counsel does not include Outside Counsel or any other outside counsel.

25 2.10 Non-Party: any natural person, partnership, corporation, association, or other
26 legal entity not named as a Party to this action.

27 2.11 Outside Counsel: attorneys who are not employees of a party to this action but
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1 are retained to represent or advise a party to this action, whether or not they have appeared
2 in this action on behalf of that party, or are affiliated with a law firm which has appeared
3 on behalf of that party.

4 2.12 Party: any party to this action, including all of its officers, directors,
5 employees, consultants, retained experts, and Outside Counsel (and their support staffs).

6 2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
7 Material in this action.

8 2.14 Professional Vendors: persons or entities that provide litigation support
9 services (e.g., photocopying, videotaping, translating, preparing exhibits or
10 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
11 their employees and subcontractors.

12 2.15 Protected Material: any Disclosure or Discovery Material that is designated
13 as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
14 ONLY.”

15 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from
16 a Producing Party.

17 3. **SCOPE**

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

23 Any use of Protected Material at trial will be governed by a separate agreement or
24 order.

25 4. **DURATION**

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

6 5. **DESIGNATING PROTECTED MATERIAL**

7 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
8 Party or Non-Party that designates information or items for protection under this Order
9 must take care to limit any such designation to specific material that qualifies under the
10 appropriate standards. The Designating Party must designate for protection only those parts
11 of material, documents, items, or oral or written communications that qualify – so that other
12 portions of the material, documents, items, or communications for which protection is not
13 warranted are not swept unjustifiably within the ambit of this Order.

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

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

21 5.2 Manner and Timing of Designations. Except as otherwise provided in this
22 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
23 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
24 must be clearly so designated before the material is disclosed or produced.

25 Designation in conformity with this Order requires:

26 (a) For information in documentary form (e.g., paper or electronic documents,
27 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
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1 Producing Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
2 ATTORNEYS’ EYES ONLY” to each page that contains protected material. If only a
3 portion or portions of the material on a page qualifies for protection, the Producing Party
4 also must clearly identify the protected portion(s) (e.g., by making appropriate markings in
5 the margins).

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

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

22 (c) for information produced in some form other than documentary and for any
23 other tangible items, that the Producing Party affix in a prominent place on the exterior of
24 the container or containers in which the information or item is stored the legend
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If
26 only a portion or portions of the information or item warrant protection, the Producing
27 Party, to the extent practicable, will identify the protected portion(s).

1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
2 to designate qualified information or items does not, standing alone, waive the Designating
3 Party's right to secure protection under this Order for such material. Upon timely correction
4 of a designation, the Receiving Party must make reasonable efforts to assure that the
5 material is treated in accordance with the provisions of this Order.

6 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

7 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
8 of confidentiality at any time that is consistent with the Court's Scheduling Order.

9 6.2 Meet and Confer. The Challenging Party will initiate the dispute resolution
10 process (and, if necessary, file a discovery motion) under Local Rule 37.1 et seq.

11 6.3 The burden of persuasion in any such challenge proceeding will be on the
12 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to
13 harass or impose unnecessary expenses and burdens on other parties) may expose the
14 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the
15 confidentiality designation, all parties will continue to afford the material in question the
16 level of protection to which it is entitled under the Producing Party's designation until the
17 Court rules on the challenge.

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

19 7.1 Basic Principles. A Receiving Party may use Protected Material that is
20 disclosed or produced by another Party or by a Non-Party in connection with this Action
21 only for prosecuting, defending, or attempting to settle this Action. Such Protected Material
22 may be disclosed only to the categories of persons and under the conditions described in
23 this Order. When the Action has been terminated, a Receiving Party must comply with the
24 provisions of section 13 below (FINAL DISPOSITION).

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

1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
2 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
3 may disclose any information or item designated “CONFIDENTIAL” only to:

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

8 (b) the officers, directors, and employees (including House Counsel) of the
9 Receiving Party to whom disclosure is reasonably necessary for this Action and who have
10 signed the “Acknowledgement and Agreement to Be Bound” (Exhibit A);

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

14 (d) the Court and its personnel;

15 (e) court reporters and their staff;

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

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

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

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

4 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
5 Information or Items. Unless otherwise ordered by the court or permitted in writing by the
6 Designating Party, a Receiving Party may disclose any information or item designated
7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

8 (a) the Receiving Party’s Outside Counsel in this action, as well as employees of
9 said Outside Counsel to whom it is reasonably necessary to disclose the information for
10 this Action and who have signed the “Acknowledgement and Agreement to Be Bound”
11 that is attached hereto as Exhibit A;

12 (b) House Counsel of the Receiving Party to whom disclosure is reasonably
13 necessary for this Action and who have signed the “Acknowledgement and Agreement to
14 Be Bound” that is attached hereto as Exhibit A;

15 (c) Experts of the Receiving Party to whom disclosure is reasonably necessary
16 for this Action, who have signed the “Acknowledgement and Agreement to Be Bound”
17 that is attached hereto as Exhibit A, and as to whom the procedures set forth in paragraph
18 7.4(a), below, have been followed;

19 (d) the court and its personnel;

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

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

26 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY
27 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to Experts.

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

17 (b) A Party that makes a request and/or provides the information specified in the
18 preceding respective paragraphs may disclose the subject Protected Material to the
19 identified Expert unless, within 7 days of delivering the request or information, the Party
20 receives a written objection from the Designating Party. Any such objection must set forth
21 in detail the grounds on which it is based.

22 (c) A Party that receives a timely written objection must meet and confer with the
23 Designating Party (through direct video conference or voice to voice dialogue) to try to
24 _____

25 ¹ If the Expert believes any of this information is subject to a confidentiality obligation to
26 a third-party, then the Expert should provide whatever information the Expert believes can
27 be disclosed without violating any confidentiality agreements, and the Party seeking to
28 disclose to the Expert will be available to meet and confer with the Designating Party
regarding any such engagement.

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

12 In any such proceeding, the Party opposing disclosure to the Expert will bear the
13 burden of proving that the risk of harm that the disclosure would entail (under the
14 safeguards proposed) outweighs the Receiving Party's need to disclose the Protected
15 Material to its Expert.

16 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
17 **OTHER LITIGATION**

18 If a Party is served with a subpoena or a court order issued in other litigation that
19 compels disclosure of any information or items designated in this action as
20 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY,"
21 that Party must:

22 (a) promptly notify in writing the Designating Party. Such notification will
23 include a copy of the subpoena or court order;

24 (b) promptly notify in writing the party who caused the subpoena or order to issue
25 in the other litigation that some or all of the material covered by the subpoena or order is
26 subject to this Protective Order. Such notification will include a copy of this Stipulated
27 Protective Order; and
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1 (c) cooperate with respect to all reasonable procedures sought to be pursued by
2 the Designating Party whose Protected Material may be affected.

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

11 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED**
12 **IN THIS LITIGATION**

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

19 (b) In the event that a Party is required, by a valid discovery request, to produce
20 a Non-Party’s confidential information in its possession, and the Party is subject to an
21 agreement with the Non-Party not to produce the Non-Party’s confidential information,
22 then the Party will:

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

26 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
27 Order in this litigation, the relevant discovery request(s), and a reasonably specific
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1 description of the information requested; and

2 (3) make the information requested available for inspection by the Non-Party.

3 (c) If the Non-Party fails to object or seek a protective order from this court within
4 14 days of receiving the notice and accompanying information, the Receiving Party may
5 produce the Non-Party's confidential information responsive to the discovery request. If
6 the Non-Party timely seeks a protective order, the Receiving Party will not produce any
7 information in its possession or control that is subject to the confidentiality agreement with
8 the Non-Party before a determination by the court. Absent a court order to the contrary, the
9 Non-Party will bear the burden and expense of seeking protection in this court of its
10 Protected Material.

11 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

20 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
21 **PROTECTED MATERIAL**

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

4 **12. MISCELLANEOUS**

5 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person
6 to seek its modification by the court in the future.

7 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
8 Order no Party waives any right it otherwise would have to object to disclosing or
9 producing any information or item on any ground not addressed in this Stipulated
10 Protective Order. Similarly, no Party waives any right to object on any ground to use in
11 evidence of any of the material covered by this Protective Order.

12 12.3 Filing Protected Material. Without written permission from the Designating
13 Party or a court order secured after appropriate notice to all interested persons, a Party may
14 not file in the public record in this action any Protected Material. A Party that seeks to file
15 under seal any Protected Material must comply with Civil Local Rule 79-5. Protected
16 Material may only be filed under seal pursuant to a court order authorizing the sealing of
17 the specific Protected Material at issue. If a Receiving Party's request to file Protected
18 Material under seal pursuant to Civil Local Rule 79-5 is denied by the court, then the
19 Receiving Party may file the information in the public record pursuant to Civil Local Rule
20 79-5 unless otherwise instructed by the court.

21 **13. FINAL DISPOSITION**

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

11 **14. Any willful violation of this Order may be punished by civil or criminal**
12 **contempt proceedings, financial or evidentiary sanctions, reference to**
13 **disciplinary authorities, or other appropriate action at the discretion of the**
14 **Court.**

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

16 DATED: January 23, 2025

17
18 **FOR PLAINTIFFS**

FOR DEFENDANTS

19 */s/ Megan L. Meier*

/s/ Lisa J. Yang

20 Megan L. Meier
21 Meier Watkins Phillips Pusch LLP
22 *Attorney for Plaintiffs*

Lisa J. Yang
LimNexus LLP
*Attorney for Defendants Korea Broadcasting
System and KBS America, Inc.*

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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: January 28, 2025

Patricia Donohue

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 perjury that I
5 have read in its entirety and understand the Stipulated Protective Order that was issued by
6 the United States District Court for the Central District of California on _____ in
7 the case of SeeDevice Inc., et al. v. Korean Broadcasting System, et al., 2:24-cv-7779
8 MWF (MARx). I agree to comply with and to be bound by all the terms of this Stipulated
9 Protective Order and I understand and acknowledge that failure to so comply could expose
10 me to sanctions and punishment in the nature of contempt. I solemnly promise that I will
11 not disclose in any manner any information or item that is subject to this Stipulated
12 Protective Order to any person or entity except in strict compliance with the provisions of
13 this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for the
15 Central District of California for the purpose of enforcing the terms of this Stipulated
16 Protective Order, even if such enforcement proceedings occur after termination of this
17 action.

18 I hereby 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 or any
21 proceedings related to enforcement of this Stipulated Protective Order.

22
23 Date: _____

24 City and State where sworn and signed: _____

25 Printed name: _____

26 Signature: _____
27
28