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11 UNITED STATES DISTRICT COURT
 12 CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

14 BEATS ELECTRONICS, LLC,
 15 Plaintiff,
 16 v.
 17 YAMAHA CORPORATION OF
 AMERICA,
 18 Defendant.

Case No. SACV 13-00209-CJC-
 JPR
 STIPULATED PROTECTIVE
 ORDER

19 YAMAHA CORPORATION OF
 20 AMERICA,
 21 Counter-Claimant,
 22 v.
 23 BEATS ELECTRONICS, LLC,
 24 Counter-Defendant

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 28
 STIPULATED PROTECTIVE ORDER
 CV13-00209-CJC (JPRx)

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1 **1. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action are likely to involve
3 production of confidential, proprietary, or private information for which special
4 protection from public disclosure and from use for any purpose other than
5 prosecuting this litigation may be warranted. Accordingly, the parties hereby
6 stipulate to and petition the court to enter the following Stipulated Protective Order.
7 The parties acknowledge that this Order does not confer blanket protections on all
8 disclosures or responses to discovery and that the protection it affords from public
9 disclosure and use extends only to the limited information or items that are entitled
10 to confidential treatment under the applicable legal principles. The parties further
11 acknowledge, as set forth in Paragraph 14.3, below, that this Stipulated Protective
12 Order does not entitle them to file confidential information under seal; Civil Local
13 Rule 79-5 sets forth the procedures that must be followed when a Party seeks
14 permission from the Court to file material under seal.

15 **2. DEFINITIONS**

16 2.1 Challenging Party: a Party or Non-Party that challenges the
17 designation of information or items under this Order.

18 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
19 how it is generated, stored or maintained) or tangible things that qualify for
20 protection under Federal Rule of Civil Procedure 26(c).

21 2.3 Counsel (without qualifier): Outside Counsel of Record and In-house
22 Counsel (as well as their support staff).

23 2.4 Designating Party: a Party or Non-Party that designates information or
24 items that it produces in disclosures or in responses to discovery as
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
26 ONLY.”

27 2.5 Disclosure or Discovery Material: all items or information, regardless
28 of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced
2 or generated in disclosures or responses to discovery in this matter.

3 2.6 Expert: a person with specialized knowledge or experience in a matter
4 pertinent to the litigation who (1) has been retained by a Party or its counsel to
5 serve as an expert witness or as a consultant in this action, (2) is not a past or
6 current employee of a Party, and (3) at the time of retention, is not anticipated to
7 become an employee of a Party or of a Party's competitor.

8 2.7 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
9 Information or Items: extremely sensitive "Confidential Information or Items,"
10 disclosure of which to another Party or Non-Party would create a substantial risk of
11 serious harm that could not be avoided by less restrictive means.

12 2.8 In-house Counsel: attorneys who are employees of a party to this
13 action. In-house Counsel does not include Outside Counsel of Record or any other
14 outside counsel.

15 2.9 Non-Party: any natural person, partnership, corporation, association, or
16 other legal entity not named as a Party to this action.

17 2.10 Outside Counsel of Record: attorneys who are not employees of a
18 party to this action but are retained to represent or advise a party to this action and
19 have appeared in this action on behalf of that party or are affiliated with a law firm
20 which has appeared on behalf of that party.

21 2.11 Party: any party to this action, including all of its officers, directors,
22 employees, consultants, retained experts, and Outside Counsel of Record (and their
23 support staffs).

24 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
25 Discovery Material in this action.

26 2.13 Professional Vendors: persons or entities that provide litigation
27 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
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1 demonstrations, and organizing, storing, or retrieving data in any form or medium)
2 and their employees and subcontractors.

3 2.14 Protected Material: any Disclosure or Discovery Material that is
4 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
5 ATTORNEYS’ EYES ONLY.”

6 2.15 Receiving Party: a Party that receives Disclosure or Discovery
7 Material from a Producing Party.

8 **3. SCOPE**

9 The protections conferred by this Stipulation and Order cover not only
10 Protected Material (as defined above), but also (1) any information copied or
11 extracted from Protected Material; (2) all copies, excerpts, summaries, or
12 compilations of Protected Material; and (3) any testimony, conversations, or
13 presentations by Parties or their Counsel that might reveal Protected Material.
14 However, the protections conferred by this Stipulation and Order do not cover the
15 following information: (a) any information that is in the public domain at the time
16 of disclosure to a Receiving Party or becomes part of the public domain after its
17 disclosure to a Receiving Party as a result of publication not involving a violation
18 of this Order, including becoming part of the public record through trial or
19 otherwise; and (b) any information known to the Receiving Party prior to the
20 disclosure or obtained by the Receiving Party after the disclosure from a source
21 who obtained the information lawfully and under no obligation of confidentiality to
22 the Designating Party. Any use of Protected Material at trial shall be governed by a
23 separate agreement or order.

24 **4. DURATION**

25 Even after final disposition of this litigation, the confidentiality obligations
26 imposed by this Order shall remain in effect until a Designating Party agrees
27 otherwise in writing or a court order otherwise directs. Final disposition shall be
28 deemed to be the later of (1) dismissal of all claims and defenses in this action, with

1 or without prejudice; and (2) final judgment herein after the completion and
2 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
3 including the time limits for filing any motions or applications for extension of time
4 pursuant to applicable law.

5 **5. DESIGNATING PROTECTED MATERIAL**

6 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

19 If it comes to a Designating Party's attention that information or items that it
20 designated for protection do not qualify for protection at all or do not qualify for the
21 level of protection initially asserted, that Designating Party must promptly notify all
22 other parties that it is withdrawing the mistaken designation.

23 5.2 Manner and Timing of Designations. Except as otherwise provided in
24 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
25 stipulated or ordered, Disclosure or Discovery

26 Material that qualifies for protection under this Order must be clearly so
27 designated before the material is disclosed or produced.

28 Designation in conformity with this Order requires:

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

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

24 (b) for testimony given in deposition or in other pretrial or trial proceedings,
25 that the Designating Party identify on the record, before the close of the deposition,
26 hearing, or other proceeding, all protected testimony and specify the level of
27 protection being asserted. When it is impractical to identify separately each portion
28 of testimony that is entitled to protection and it appears that substantial portions of

1 the testimony may qualify for protection, the Designating Party may invoke on the
2 record (before the deposition, hearing, or other proceeding is concluded) a right to
3 have up to 30 days after receiving a final copy of the deposition transcript to
4 identify the specific portions of the testimony as to which protection is sought and
5 to specify the level of protection being asserted. Only those portions of the
6 testimony that are appropriately designated for protection within the 30 days shall
7 be covered by the provisions of this Stipulated Protective Order. Alternatively, a
8 Designating Party may specify, at the deposition or up to 30 days afterwards if that
9 period is properly invoked, that the entire transcript shall be treated as
10 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
11 ONLY.”

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

19 Transcripts containing Protected Material shall have an obvious legend on
20 the title page that the transcript contains Protected Material. Any transcript that is
21 prepared before the expiration of a 30-day period for designation shall be treated
22 during that period as if it had been designated “HIGHLY CONFIDENTIAL –
23 ATTORNEYS’ EYES ONLY” in its entirety unless otherwise agreed. After the
24 expiration of that period, the transcript shall be treated only as actually designated.

25 (c) for information produced in some form other than documentary and for
26 any other tangible items, that the Producing Party affix in a prominent place on the
27 exterior of the container or containers in which the information or item is stored the
28 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’

1 EYES ONLY.” If only a portion or portions of the information or item warrant
2 protection, the Producing Party, to the extent practicable, shall identify the
3 protected portion(s) and specify the level of protection being asserted.

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

9 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

10 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
11 designation of confidentiality at any time. Unless a prompt challenge to a
12 Designating Party’s confidentiality designation is necessary to avoid foreseeable,
13 substantial unfairness, unnecessary economic burdens, or a significant disruption or
14 delay of the litigation, a Party does not waive its right to challenge a confidentiality
15 designation by electing not to mount a challenge promptly after the original
16 designation is disclosed.

17 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
18 resolution process in accordance with Civil Local Rule 37-1 by providing a written
19 notice to the Designating Party that identifies each designation it is challenging,
20 describes the basis for each challenge, and requests a conference to resolve the
21 dispute. To avoid ambiguity as to whether a challenge has been made, the written
22 notice must recite that the challenge to confidentiality is being made in accordance
23 with this specific paragraph of the Protective Order. Pursuant to Civil Local Rule
24 37-1, the parties shall attempt to resolve each challenge by conferring in good faith
25 and conferring directly (in voice to voice dialogue; other forms of communication
26 are not sufficient) within 10 days of the date of service of the Challenging Party’s
27 notice. In conferring, the Challenging Party must explain the basis for its belief that
28 the confidentiality designation was not proper and must give the Designating Party

1 an opportunity to review the designated material, to reconsider the circumstances,
2 and, if no change in designation is offered, to explain the basis for the chosen
3 designation. A Challenging Party may proceed to the next stage of the challenge
4 process only if it has engaged in this meet and confer process first or establishes
5 that the Designating Party is unwilling to participate in the meet and confer process
6 in a timely manner.

7 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
8 court intervention, the Challenging Party shall file and serve a motion to challenge
9 confidentiality under Civil Local Rule 37. The Challenging Party shall be the
10 “moving party” for the purposes of Civil Local Rule 37-2. The burden of
11 persuasion in any such challenge proceeding shall be on the Designating Party.
12 Frivolous challenges and those made for an improper purpose (e.g., to harass or
13 impose unnecessary expenses and burdens on other parties) may expose the
14 Challenging Party to sanctions. All parties shall continue to afford the material in
15 question the level of protection to which it is entitled under the Producing Party’s
16 designation until the court rules on the challenge.

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

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

1 Protected Material must be stored and maintained by a Receiving Party at a
2 location and in a secure manner¹ that ensures that access is limited to the persons
3 authorized under this Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
5 otherwise ordered by the court or permitted in writing by the Designating Party, a
6 Receiving Party may disclose any information or item designated
7 “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
9 employees of said Outside Counsel of Record to whom it is reasonably necessary to
10 disclose the information for this litigation;

11 (b) the officers, directors, and employees (including In-house Counsel)
12 affiliated with the Receiving Party to whom disclosure is reasonably necessary for
13 this litigation and who have signed the “Acknowledgment and Agreement to Be
14 Bound” (Exhibit A);

15 (c) Experts (as defined in this Order) of the Receiving Party who have signed
16 the “Acknowledgment and Agreement to Be Bound” (Exhibit A) and employees of
17 such Experts to whom disclosure is reasonably necessary for this litigation;

18 (d) the court and its personnel;

19 (e) court reporters and their staff, professional jury or trial consultants and
20 professional vendors to whom disclosure is reasonably necessary for this litigation;

21 (f) the author or recipient of a document containing the information which
22 indicates on its face that the individual is an author or recipient.

23 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
24 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
25 writing by the Designating Party, a Receiving Party may disclose any information

26 ¹ It may be appropriate under certain circumstances to require the Receiving
27 Party to store any electronic Protected Material in password-protected form.

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

3 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
4 employees of said Outside Counsel of Record to whom it is reasonably necessary to
5 disclose the information for this litigation;

6 (b) Experts (as defined in this Order) of the Receiving Party who have signed
7 the “Acknowledgment and Agreement to Be Bound” (Exhibit A) and as to whom
8 the procedures set forth in paragraph 7.4(a), below, have been followed and
9 employees of such Experts to whom disclosure is reasonably necessary for this
10 litigation;

11 (c) the court and its personnel;

12 (d) court reporters and their staff, professional jury or trial consultants and
13 professional vendors to whom disclosure is reasonably necessary for this litigation;
14 and

15 (e) the author or recipient of a document containing the information which
16 indicates on its face that the individual is an author or recipient.

17 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY
18 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to
19 Experts.

20 (a) Unless otherwise ordered by the court or agreed to in writing by the
21 Designating Party, a Party that seeks to disclose to an Expert (as defined in this
22 Order) any information or item that has been designated “HIGHLY
23 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(b)
24 first must make a written request to the Designating Party that (1) sets forth the full
25 name of the Expert and the city and state of his or her primary residence, (2)
26 attaches a copy of the Expert’s current resume, (3) identifies the Expert’s current
27 employer(s), (4) identifies each person or entity from whom the Expert has received
28 compensation or funding for work in his or her areas of expertise or to whom the

1 expert has provided professional services, including in connection with a litigation,
2 at any time during the preceding five years and (5) identifies (by name and number
3 of the case, filing date, and location of court) any litigation in connection with
4 which the Expert has offered expert testimony, including through a declaration,
5 report, or testimony at a deposition or trial, during the preceding four years.

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

11 (c) A Party that receives a timely written objection must meet and confer
12 with the Designating Party (through direct voice to voice dialogue) to try to resolve
13 the matter by agreement within five days of the written objection. If no agreement
14 is reached, the Designating Party (i.e. the moving party) may prepare and serve its
15 portion of the joint stipulation as provided in Civil Local Rule 37-2 within (5)
16 business days of the meet and confer. The Parties agree to seek expedited resolution
17 of any dispute. In any such proceeding, the Party opposing disclosure to the Expert
18 shall bear the burden of proving that the risk of harm that the disclosure would
19 entail (under the safeguards proposed) outweighs the Receiving Party's need to
20 disclose the Protected Material to its Expert. If the Designating Party fails to file an
21 objection and serve its portion of the joint stipulation within the prescribed period
22 (or as extended by agreement of the Parties), then any objection is waived, any such
23 Protected Material may be thereafter disclosed to such individual.

24 **8. PROSECUTION BAR**

25 Absent written consent from the Producing Party, any individual who
26 receives access to "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
27 information shall not be involved in the prosecution of patents or patent
28 applications relating to the design of headphones, including without limitation the

1 patents asserted in this action and any patent or application claiming priority to or
2 otherwise related to the patents asserted in this action, before any foreign or
3 domestic agency, including the United States Patent and Trademark Office (“the
4 Patent Office”). For purposes of this paragraph, “prosecution” includes directly or
5 indirectly drafting, amending, advising, or otherwise affecting the scope or
6 maintenance of patent claims.² “Prosecution” as used in this paragraph does not
7 include representing a party challenging a patent before a domestic or foreign
8 agency (including, but not limited to, a reissue protest, *ex parte* reexamination or
9 *inter partes* review). This Prosecution Bar shall begin when access to “HIGHLY
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information is first received by
11 the affected individual and shall end two (2) years after final termination of this
12 action.

13 **9. SOURCE CODE**

14 The parties currently do not anticipate producing source code in this case.
15 To the extent production of source code becomes necessary in this case, the parties
16 agree to meet and confer to prepare a supplemental protective order governing the
17 production and protection of source code.

18 **10. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
19 **PRODUCED IN OTHER LITIGATION**

20 If a Party is served with a subpoena or a court order issued in other litigation
21 that compels disclosure of any information or items designated in this action as
22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
23 ONLY” that Party must:

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

26 _____
27 ² Prosecution includes, for example, original prosecution, reissue and
28 reexamination proceedings.

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

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

7 If the Designating Party seeks a protective order, the Designating Party shall
8 bear the burden and expense of seeking protection of its confidential material in the
9 court for the district where compliance with the subpoena is required.

10 **11. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
11 **PRODUCED IN THIS LITIGATION**

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

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

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

25 2. promptly provide the Non-Party with a copy of the Stipulated
26 Protective Order in this litigation, the relevant discovery request(s), and a
27 reasonably specific description of the information requested; and
28

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

3
4 **12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

14 **13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
15 **PROTECTED MATERIAL**

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

26 **14. MISCELLANEOUS**

27 14.1 Right to Further Relief. Nothing in this Order abridges the right of any
28 person to seek its modification by the court in the future.

1 14.2 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
4 this Stipulated Protective Order. Similarly, no Party waives any right to object on
5 any ground to use in evidence of any of the material covered by this Protective
6 Order.

7 14.3 Filing Protected Material. Without written permission from the
8 Designating Party or a court order secured after appropriate notice to all interested
9 persons, a Party may not file in the public record in this action any Protected
10 Material. A Party that seeks to file under seal any Protected Material must comply
11 with Civil Local Rule 79-5.

12 **15. FINAL DISPOSITION**

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

1 constitute Protected Material remain subject to this Protective Order as set forth in
2 Section 4 (DURATION).

3 IT IS SO ORDERED.

4
5 Dated: January 02, 2014



6 Judge Jean P. Rosenbluth
7 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty
of perjury that I have read in its entirety and understand the Stipulated Protective
Order that was issued by the United States District Court for the Central District of
California on _____ in the case of *Beats Electronics, LLC v. Yamaha*
Corporation of America (Case No. SACV 13-00209-CJC-JPR). I agree to comply
with and to be bound by all the terms of this Stipulated Protective Order and I
understand and acknowledge that failure to so comply could expose me to sanctions
and punishment in the nature of contempt. I solemnly promise that I will not
disclose in any manner any information or item that is subject to this Stipulated
Protective Order to any person or entity except in strict compliance with the
provisions of this Order.

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

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____