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 11 NIE YONGZHONG aka William Nie and/or  
 12 Bill Nie, an individual, and XIAMEN NIELL  
 13 ELECTRONICS CO. LTD., a  
 14 Chinese corporation

13 *[Counsel continued on next page]*

15 UNITED STATES DISTRICT COURT  
 16 CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION

17 MEGGITT (ORANGE COUNTY),  
 18 INC. dba MEGGITT SENSING  
 19 SYSTEMS, a Delaware corporation,  
 20 and MEGGITT (MARYLAND), INC., a  
 21 Maryland corporation,

20 Plaintiffs,

21 vs.

22 NIE YONGZHONG aka William Nie  
 23 and/or Bill Nie, an individual, and  
 24 XIAMEN NIELL ELECTRONICS CO.  
 25 LTD., a Chinese corporation,

25 Defendants.

Case No. SACV 13-0239 DOC  
 (DFMx)

**[PROPOSED] PROTECTIVE  
 ORDER**

Hon. Douglas F. McCormick

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8 and MEGGITT (MARYLAND), INC.  
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1       1.     PURPOSES AND LIMITATIONS

2           Disclosure and discovery activity in this action are likely to involve  
3 production of trade secret, confidential, otherwise proprietary, and/or private  
4 information for which special protection from public disclosure and from use for  
5 any purpose other than prosecuting this litigation may be warranted. Accordingly,  
6 because good cause exists, plaintiffs hereby petition the Court to enter the  
7 following Protective Order (“Order”). The Parties acknowledge that this Order  
8 does not confer blanket protections on all disclosures or responses to discovery,  
9 and that the protection it affords from public disclosure and use extends only to the  
10 limited information or items that are entitled to confidential treatment under  
11 applicable legal principles. The Parties further acknowledge, as set forth in  
12 Paragraph 12.4, below, that this Order does not entitle them to file confidential  
13 information under seal. Civil Local Rule 79-5 sets forth the procedures that must  
14 be followed and the standards that will be applied when a Party seeks permission  
15 from the Court to file material under seal.

16       2.     DEFINITIONS

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

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

22           2.3    Designating Party: A Party or Non-Party that designates information  
23 or items that it produces in disclosures or in responses to discovery as  
24 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
25 ONLY,” or “HIGHLY CONFIDENTIAL – TRADE SECRET SOURCE  
26 MATERIAL.”

27           2.4    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 offered for  
2 inspection, produced, or generated in disclosures or responses to discovery in this  
3 matter.

4 2.5 Expert: A person with specialized knowledge or experience in a  
5 matter pertinent to the litigation who: (1) has been retained by a Party or its  
6 Outside Counsel of Record to serve as an expert witness or as a consultant in this  
7 action; (2) is not a current employee of a Party; (3) is not a current employee of a  
8 Party's competitor; and (4) at the time of retention, is not anticipated to become an  
9 employee of a Party or of a Party's competitor.

10 2.6 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"  
11 Information or Items: Extremely sensitive "Confidential Information or Items,"  
12 disclosure of which to another Party or Non-Party would create a substantial risk of  
13 serious harm that could not be avoided by less restrictive means.

14 2.7 "HIGHLY CONFIDENTIAL – TRADE SECRET SOURCE  
15 MATERIAL" Information or Items (also referred to as "Trade Secret Source  
16 Material"): Extremely sensitive "Confidential Information or Items" representing  
17 the source of trade secret material (e.g., assembly instructions and computer source  
18 code), disclosure of which to another Party or Non-Party would create a substantial  
19 risk of serious harm that could not be avoided by less restrictive means.

20 2.8 In-House Counsel: Attorneys who are employees of a Party to this  
21 action or a Party's parent company (if the Party is a wholly-owned subsidiary).

22 2.9 Non-Party: Any natural person, partnership, corporation, association,  
23 or other legal entity not named as a Party to this action.

24 2.10 Outside Counsel of Record: Attorneys who are not employees of a  
25 Party to this action, but are retained to represent or advise a Party to this action and  
26 have formally appeared in this action on behalf of that Party.

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1           2.11 Party: Any Party to this action, including all of its officers, directors,  
2 employees, consultants, retained experts, and Outside Counsel of Record (and their  
3 paralegals, patent agents, and secretarial staff).

4           2.12 Producing Party: A Party or Non-Party that offers for inspection or  
5 produces Disclosure or Discovery Material in this action.

6           2.13 Professional Vendors: Persons or entities that provide litigation  
7 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
8 demonstrations, and organizing, storing, or retrieving data in any form or medium).

9           2.14 Protected Material: Any Disclosure or Discovery Material that is  
10 designated as CONFIDENTIAL” “HIGHLY CONFIDENTIAL – ATTORNEYS’  
11 EYES ONLY,” or “HIGHLY CONFIDENTIAL – TRADE SECRET SOURCE  
12 MATERIAL.”

13           2.15 Receiving Party: A Party that inspects or receives Disclosure or  
14 Discovery Material from a Producing Party.

### 15   3.   SCOPE

16           The protections conferred by this Order cover not only Protected Material  
17 (as defined above), but also: (1) any information copied or extracted from  
18 Protected Material; (2) all copies, excerpts, summaries, or compilations (including  
19 notes) of Protected Material; and (3) any testimony, conversations, or presentations  
20 by Parties or their Outside Counsel of Record that might reveal Protected Material.  
21 However, the protections conferred by this Order do not cover any information that  
22 is in the public domain at the time of the disclosure to a Receiving Party or  
23 becomes part of the public domain after its disclosure to a Receiving Party as a  
24 result of publication not involving a violation of the law or this Order.

### 25   4.   DURATION

26           Even after final disposition of this litigation, the confidentiality obligations  
27 imposed by this Order shall remain in effect until a Designating Party agrees  
28 otherwise in writing or a court order otherwise directs. Final disposition shall be

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

## 6 5. DESIGNATING PROTECTED MATERIAL

### 7 5.1 Exercise of Restraint and Care in Designating Material for Protection.

8 Each Party or Non-Party that designates information or items for protection under  
9 this Order must take care to limit any such designation to specific material that  
10 qualifies under the appropriate standards.

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

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

20 5.2 Manner and Timing of Designations. Except as otherwise provided in  
21 this Order (See, e.g., the second paragraph of Section 5.2(a), below), or as  
22 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for  
23 protection under this Order must be clearly so designated before the material is  
24 disclosed or produced. Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic  
26 documents, but excluding transcripts of depositions or other discovery matters),  
27 that the Producing Party affix the legend "CONFIDENTIAL," "HIGHLY  
28 CONFIDENTIAL – ATTORNEYS' EYES ONLY," or "HIGHLY

1 CONFIDENTIAL – TRADE SECRET SOURCE MATERIAL” to each page that  
2 contains protected material.

3 A Party or Non-Party that makes original documents or materials available  
4 for inspection need not designate them for protection until after the inspecting  
5 Party has indicated which material it would like copied and produced. During the  
6 inspection and before the designation, all of the material made available for  
7 inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
8 ONLY” with the exception of Trade Secret Source Material, where such material  
9 shall be deemed “HIGHLY CONFIDENTIAL – TRADE SECRET SOURCE  
10 MATERIAL” throughout the inspection. After the inspecting Party has identified  
11 the documents it wants copied and produced, the Producing Party must determine  
12 which documents, or portions thereof, qualify for protection under this Order.  
13 Then, before producing the specified documents, the Producing Party must affix  
14 the appropriate legend (“CONFIDENTIAL,” “HIGHLY CONFIDENTIAL –  
15 ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL – TRADE  
16 SECRET SOURCE MATERIAL”) to each page that contains Protected Material.

17 (b) for testimony given in deposition or in other discovery matters,  
18 that the Designating Party identify on the record, before the close of the deposition,  
19 hearing, or other proceeding, all protected testimony and specify the level of  
20 protection being asserted. When it is impractical to identify separately each portion  
21 of testimony that is entitled to protection and it appears that substantial portions of  
22 the testimony may qualify for protection, the Designating Party may invoke on the  
23 record (before the deposition, hearing, or other proceeding is concluded) a right to  
24 have up to seven (7) days to identify the specific portions of the testimony as to  
25 which protection is sought and to specify the level of protection being asserted.

26 The use of a document as an exhibit at a deposition shall not in any way  
27 affect its designation as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL –  
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1 ATTORNEYS' EYES ONLY," or "HIGHLY CONFIDENTIAL – TRADE  
2 SECRET SOURCE MATERIAL."

3 Transcripts containing Protected Material shall have an obvious legend on  
4 the title page that the transcript contains Protected Material, and the title page shall  
5 be followed by a list of all pages (including line numbers as appropriate) that have  
6 been designated as Protected Material and the level of protection being asserted by  
7 the Designating Party. The Designating Party shall inform the court reporter of  
8 these requirements. Any transcript that is prepared before the expiration of a seven  
9 (7) day period for designation shall be treated during that period as if it had been  
10 designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" in its  
11 entirety unless otherwise agreed, with the exception that any deposition in which a  
12 document or thing designated as "HIGHLY CONFIDENTIAL – TRADE SECRET  
13 SOURCE MATERIAL" was used or which included "HIGHLY CONFIDENTIAL  
14 – TRADE SECRET SOURCE MATERIAL" testimony will be designated  
15 "HIGHLY CONFIDENTIAL – TRADE SECRET SOURCE MATERIAL" in its  
16 entirety unless otherwise agreed. However, if a Non-Designating Party makes a  
17 request before the expiration of a seven (7) day period for designation, the Parties  
18 will work together to immediately identify testimony and exhibits that are not  
19 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY  
20 CONFIDENTIAL – TRADE SECRET SOURCE MATERIAL "

21 After the expiration of that period, the transcript shall be treated only as  
22 actually designated. Any portion of a deposition transcript that contains  
23 information from a document or thing designated as "HIGHLY CONFIDENTIAL  
24 – TRADE SECRET SOURCE MATERIAL" shall be separately bound from the  
25 transcript.

26 (c) for information produced in some form other than documentary  
27 and for any other tangible items, that the Producing Party affix in a prominent  
28 place on the exterior of the container or containers in which the information or



1 item is stored the legend “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL –  
2 ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL – TRADE  
3 SECRET SOURCE MATERIAL.”

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

## 10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

18 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
19 resolution process by providing written notice of each designation it is challenging  
20 and describing the basis for each challenge. To avoid ambiguity as to whether a  
21 challenge has been made, the written notice must recite that the challenge to  
22 confidentiality is being made in accordance with this specific paragraph. The  
23 Parties shall attempt to resolve each challenge in good faith and must begin the  
24 process by conferring directly in accordance with Civil Local Rule 37-1. In  
25 conferring, the Challenging Party must explain the basis for its belief that the  
26 confidentiality designation was not proper and must give the Designating Party an  
27 opportunity (not to exceed three (3) days after the Civil Local Rule 37-1  
28 conference of counsel) to review the designated material, to reconsider the

1 circumstances, and, if no change in designation is offered, to explain the basis for  
2 the chosen designation.

3       6.3 Judicial Intervention. If the Parties cannot resolve a challenge without  
4 court intervention, the Challenging Party shall file and serve a motion disputing the  
5 confidentiality designation in accordance with Civil Local Rule 37-2. In addition,  
6 the Designating Party may file a motion to retain confidentiality at any time if  
7 there is good cause for doing so.

8       The burden of persuasion in any such challenge proceeding shall be on the  
9 Designating Party. Frivolous challenges and those made for an improper purpose  
10 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
11 expose the Challenging Party to sanctions. All parties shall continue to afford the  
12 material in question the level of protection to which it is entitled under the  
13 Producing Party's designation until the court rules on the challenge.

## 14 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

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

- 28       (a) the Receiving Party's Outside Counsel of Record in this action;

1 (b) paralegals, patent agents, and secretarial staff employed by the  
2 Receiving Party's Outside Counsel of Record in this action, provided it is  
3 reasonably necessary to disclose the information to such person for this litigation  
4 and they have signed and returned to the Designating Party the "Acknowledgment  
5 and Agreement to Be Bound" (Exhibit A);

6 (c) two (2) designated In-House Counsel of the Receiving Party  
7 and two (2) other designated employees of the Receiving Party, provided it is  
8 reasonably necessary to disclose the information to such person for this litigation  
9 and they have signed and returned to the Designating Party the "Acknowledgment  
10 and Agreement to Be Bound" (Exhibit A);

11 (d) Experts (as defined in this Order) of the Receiving Party to  
12 whom disclosure is reasonably necessary for this litigation and who have signed  
13 and returned to the Designating Party the "Acknowledgment and Agreement to Be  
14 Bound" (Exhibit A);

15 (e) the Court and its personnel;

16 (f) court reporters and their staff and Professional Vendors to  
17 whom disclosure is reasonably necessary for this litigation and who have signed  
18 and returned to the Designating Party the "Acknowledgment and Agreement to Be  
19 Bound" (Exhibit A);

20 (g) any mediator who is assigned by the Court to hear this matter,  
21 and his or her staff;

22 (h) Rule 30(b)(6) witnesses of the Producing Party regardless of  
23 whether the witness is the author or recipient of the document;

24 (i) the author or recipient of a document containing the  
25 information or a custodian or other person who otherwise possessed or knew the  
26 information; and

27 (j) any other person with the prior written consent of the Producing  
28 Party.

1           7.3    Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
2 ONLY” Information or Items. Unless otherwise ordered by the Court or permitted  
3 in writing by the Designating Party, information, documents, and things designated  
4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” shall be subject to  
5 the provisions set forth in Paragraphs 7.3 and 7.4, and may be disclosed, subject to  
6 Paragraph 7.4, solely to the following persons:

7                   (a)    the Receiving Party’s Outside Counsel of Record in this action;

8                   (b)    paralegals, patent agents, and secretarial staff employed by the  
9 Receiving Party’s Outside Counsel of Record in this action, provided it is  
10 reasonably necessary to disclose the information to such person for this litigation  
11 and they have signed and returned to the Designating Party the “Acknowledgment  
12 and Agreement to Be Bound” (Exhibit A);

13                   (c)    Experts of the Receiving Party: (1) to whom disclosure is  
14 reasonably necessary for this litigation; (2) who have signed and returned to the  
15 Designating Party the “Acknowledgment and Agreement to Be Bound” (Exhibit  
16 A); and (3) as to whom the procedures set forth in Paragraph 7.7(a), below, have  
17 been followed;

18                   (d)    the Court and its personnel;

19                   (e)    court reporters and their staff and Professional Vendors to  
20 whom disclosure is reasonably necessary for this litigation and who have signed  
21 and returned to the Designating Party the “Acknowledgment and Agreement to Be  
22 Bound” (Exhibit A);

23                   (f)    any mediator who is assigned by the Court to hear this matter,  
24 and his or her staff;

25                   (g)    Rule 30(b)(6) witnesses of the Producing Party regardless of  
26 whether the witness is the author or recipient of the document;

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1 (h) the author or recipient of a document containing the  
2 information or a custodian or other person who otherwise possessed or knew the  
3 information; and

4 (i) any other person with the prior written consent of the Producing  
5 Party.

6 7.4 Procedures for Disclosure of “HIGHLY CONFIDENTIAL –  
7 ATTORNEYS’ EYES ONLY” Information or Items. The following provisions  
8 apply to the production of information, documents, and things designated  
9 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” unless otherwise  
10 agreed by the Producing Party:

11 (a) Absent express written permission from the Producing Party,  
12 the Receiving Party may not create any electronic images, or any other images, or  
13 make electronic copies of any information, document, or thing designated  
14 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” except as  
15 necessary to file, lodge, or otherwise submit documents with the Court (and any  
16 such electronic image/copy shall be immediately destroyed by the Receiving Party  
17 after the completion of any such filing, lodging, or submission);

18 (b) The Receiving Party may not create more than six (6) physical  
19 copies of any information, document, or thing designated “HIGHLY  
20 CONFIDENTIAL – ATTORNEYS’ EYES ONLY;”

21 (c) When not in use, the Receiving Party’s copies of any  
22 information, document, or thing designated “HIGHLY CONFIDENTIAL –  
23 ATTORNEYS’ EYES ONLY” must be kept in a secured, locked area at Outside  
24 Counsel of Record’s offices in the Central District **or Northern District** of  
25 California. The Receiving Party may also temporarily keep the copies at: (i) the  
26 Court for any proceedings(s) relating to the “HIGHLY CONFIDENTIAL –  
27 ATTORNEYS’ EYES ONLY” material, but only for the dates associated with the  
28 proceeding(s); (ii) the sites where any deposition(s) relating to the “HIGHLY

1 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” material are taken, provided  
2 they are in the continental United States, and then only for the dates associated  
3 with the deposition(s); and (iii) any intermediate location in the continental United  
4 States reasonably necessary to transport the copies for a hearing or deposition in  
5 this litigation (e.g., a hotel prior to a deposition). The Receiving Party shall  
6 exercise due care in maintaining the security of the copies at these temporary  
7 locations. Under no circumstances shall any information, document, or thing  
8 designated “HIGHLY CONFIDENTIAL – ATTORNEYS ‘ EYES ONLY”  
9 obtained by the Receiving Party ever physically leave the continental United  
10 States.

11 (d) The provisions of this Paragraph 7.4 apply equally to any  
12 information, document, or thing (including any notes) created or derived from  
13 information, documents, or things designated “HIGHLY CONFIDENTIAL –  
14 ATTORNEYS’ EYES ONLY.”

15 7.5 Disclosure of “HIGHLY CONFIDENTIAL – TRADE SECRET  
16 SOURCE MATERIAL” Information or Items. Unless otherwise ordered by the  
17 Court or permitted in writing by the Designating Party, information, documents,  
18 and things designated “HIGHLY CONFIDENTIAL – TRADE SECRET SOURCE  
19 MATERIAL,” shall be subject to the provisions set forth in Paragraphs 7.5 and 7.6,  
20 and may be disclosed, subject to Paragraph 7.6, solely to the following persons:

21 (a) the Receiving Party’s Outside Counsel of Record in this action;

22 (b) paralegals, patent agents, and secretarial staff employed by the  
23 Receiving Party’s Outside Counsel of Record in this action, provided it is  
24 reasonably necessary to disclose the information to such person for this litigation  
25 and they have signed and returned to the Designating Party the “Acknowledgment  
26 and Agreement to Be Bound” (Exhibit A);

27 (c) Experts of the Receiving Party: (1) to whom disclosure is  
28 reasonably necessary for this litigation; (2) who have signed and returned to the

1 Designating Party the “Acknowledgment and Agreement to Be Bound” (Exhibit  
2 A); and (3) as to whom the procedures set forth in Paragraph 7.7(a), below, have  
3 been followed;

4 (d) the Court and its personnel;

5 (e) court reporters and their staff who have signed and returned to  
6 the Designating Party the “Acknowledgment and Agreement to Be Bound”  
7 (Exhibit A);

8 (f) any mediator who is assigned by the Court to hear this matter,  
9 and has signed and returned to the Designating Party the “Acknowledgment and  
10 Agreement to Be Bound” (Exhibit A);

11 (g) Rule 30(b)(6) witnesses of the Producing Party regardless of  
12 whether the witness is the author or recipient of the document;

13 (h) the author or recipient of a document containing the  
14 information or a custodian or other person who otherwise possessed or knew the  
15 information; and

16 (i) any other person with the prior written consent of the Producing  
17 Party.

18 7.6 Procedures for Disclosure of “HIGHLY CONFIDENTIAL – TRADE  
19 SECRET SOURCE MATERIAL” Information or Items. The following provisions  
20 apply to the production of information, documents, and things designated  
21 “HIGHLY CONFIDENTIAL – TRADE SECRET SOURCE MATERIAL,” unless  
22 otherwise agreed by the Producing Party:

23 (a) All Trade Secret Source Material (e.g., assembly instructions  
24 and source code) shall be made available by the Producing Party to the Receiving  
25 Party in a secure room located at an office of the Producing Party’s outside  
26 litigation counsel of record in this litigation located in the Central District of  
27 California.

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1 (b) No more than a total of four (4) individuals timely identified by  
2 the Receiving Party shall have access to the secure room in which the Producing  
3 Party produces its Trade Secret Source Material at any one time.

4 (c) For source code, the inspection shall take place on a secured,  
5 stand-alone computer equipped with a reasonably current version of Microsoft  
6 Windows operating system or Unix system, and an appropriate software platform  
7 for viewing the source code. The secured, stand-alone computer shall not be  
8 equipped with either Internet access or network access to other computers. With  
9 the exception of a keyboard, mouse, and monitor, all access ports on the secured,  
10 non-network, stand-alone computer shall be disabled to prevent and protect against  
11 any unauthorized copying, transmission, removal, or other transfer of any Trade  
12 Secret Source Material outside or away from the secure room and/or computer on  
13 which source code is provided for inspection (hereinafter "Source Code  
14 Computer"). If necessary, the Source Code Computer may be configured by the  
15 Producing Party to run another mutually agreed upon operating system.

16 (d) The Producing Party shall install tools that are sufficient for  
17 viewing and searching the source code produced and on the platform produced.  
18 The Receiving Party's Outside Counsel and/or experts may request on a timely  
19 basis that other commercially available software tools for viewing and searching  
20 the source code be installed on the Source Code Computer, provided, however, that  
21 such tools are reasonably necessary for the Receiving Party to perform its review  
22 of the source code consistent with all of the protections herein. The Receiving  
23 Party must provide the Producing Party with a storage device containing such  
24 licensed software tool(s) or other appropriate mechanism for obtaining the tool at  
25 least two (2) days in advance of the date upon which the Receiving Party wishes to  
26 have the additional software tools available for use on the Source Code Computer.  
27 The Receiving Party or its Expert(s) shall not at any time use any compilers,  
28 interpreters, or simulators in connection with the Producing Party's source code.



1 The Producing Party shall not install any keystroke or other monitoring software  
2 on the Source Code Computer.

3 (e) The Producing Party shall make the source code available  
4 electronically and in text searchable form.

5 (f) Unless the Parties otherwise agree, the secure room and the  
6 Source Code Computer shall be made available from 9 a.m. to 7 p.m. local time,  
7 Monday through Friday (excluding holidays), until the close of the evidentiary  
8 record in this litigation.

9 (g) Prior to the first inspection of a Producing Party's Trade Secret  
10 Source Material, the requesting party shall provide the Producing Party three (3)  
11 business days' notice of its intent to access the Producing Party's secure room  
12 and/or Source Code Computer. This first inspection can take place over as many  
13 successive days as the Parties agree to, subject to modification during the  
14 inspection. The requesting party shall provide two (2) business days' notice prior  
15 to any subsequent inspections of the same Producing Party's Trade Secret Source  
16 Material. Subsequent inspections can take place over as many successive days as  
17 the Parties agree to, subject to modification during the inspection.

18 (h) The Receiving Party may request copies of those portions of the  
19 Trade Secret Source Material (including source code) that are reasonably necessary  
20 to facilitate the preparation of court filings, pleadings, and expert reports, as well  
21 as for hearing and deposition preparation/exhibits – but shall request copying of  
22 only such limited portions as are relevant to the claims and defenses in this case  
23 and are reasonably necessary for such purpose. In particular, the Receiving Party  
24 shall not print Trade Secret Source Material in order to review pages or blocks of  
25 Trade Secret Source Material elsewhere in the first instance (i.e., as an alternative  
26 to reviewing that Trade Secret Source Material in the secure room). To that end,  
27 the Receiving Party shall not request copies of more than three (3) consecutive  
28 pages of any document.

1 (i) If the Producing Party objects that the portions requested for  
2 copying are excessive and/or are not being done for a permitted purpose, the  
3 Producing Party shall make such objection known to the Receiving Party within  
4 five (5) business days. If, after meeting and conferring, the Producing Party and the  
5 Receiving Party cannot resolve the objection, the Producing Party shall be entitled  
6 to seek the Court’s resolution of whether the request for copying of the Trade  
7 Secret Source Material in question was in excess and/or for a non-permitted  
8 Purpose using the same procedure as set forth in Paragraph 6 (whereby the  
9 Producing Party is the “Challenging Party” and the Receiving Party is the  
10 “Designating Party”). The burden shall be on the Receiving Party to demonstrate  
11 that the number of pages requested for copying is reasonable and not for an  
12 improper purpose.

13 (j) The Trade Secret Source Material sought to be copied shall be  
14 labeled with “HIGHLY CONFIDENTIAL – TRADE SECRET SOURCE  
15 MATERIAL.” The Producing Party will keep the originals of the copied  
16 documents, and copies shall be made for Outside Counsel within seven (7) days –  
17 unless an objection under Paragraph 7.6(i), above, is timely made. If a timely  
18 objection is made, the Producing Party will retain the originals and all requested  
19 copies until the objection is decided by the Court.

20 (k) Absent express written permission from the Producing Party,  
21 the Receiving Party may not create any electronic images, or any other images, or  
22 make electronic copies of any information, document, or thing designated  
23 “HIGHLY CONFIDENTIAL – TRADE SECRET SOURCE MATERIAL” except  
24 as necessary to file, lodge, or otherwise submit documents with the Court (and any  
25 such electronic image/copy shall be immediately destroyed by the Receiving Party  
26 after the completion of any such filing, lodging, or submission);  
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1 (l) The Receiving Party may not create more than two (2)  
2 additional physical copies of any information, document, or thing designated  
3 “HIGHLY CONFIDENTIAL – TRADE SECRET SOURCE MATERIAL;”

4 (m) When not in use, the Receiving Party’s copies of any  
5 information, document, or thing designated “HIGHLY CONFIDENTIAL –  
6 TRADE SECRET SOURCE MATERIAL” must be kept in a secured, locked area  
7 at Outside Counsel of Record’s offices in the Central District or Northern District  
8 of California. The Receiving Party may also temporarily keep the copies at: (i) the  
9 Court for any proceedings(s) relating to the “HIGHLY CONFIDENTIAL –  
10 TRADE SECRET SOURCE MATERIAL,” but only for the dates associated with  
11 the proceeding(s); (ii) the sites where any deposition(s) relating to the “HIGHLY  
12 CONFIDENTIAL – TRADE SECRET SOURCE MATERIAL” are taken,  
13 provided they are in the continental United States, and then only for the dates  
14 associated with the deposition(s); and (iii) any intermediate location in the  
15 continental United States reasonably necessary to transport the copies for a hearing  
16 or deposition in this litigation (e.g., a hotel prior to a deposition). The Receiving  
17 Party shall exercise due care in maintaining the security of the copies at these  
18 temporary locations. Under no circumstances shall any information, document, or  
19 thing designated “HIGHLY CONFIDENTIAL – TRADE SECRET SOURCE  
20 MATERIAL” obtained by the Receiving Party ever physically leave the  
21 continental United States.

22 (n) The provisions of this Paragraph 7.6 apply equally to any  
23 information, document, or thing (including any notes) created or derived from  
24 information, documents, or things designated “HIGHLY CONFIDENTIAL –  
25 TRADE SECRET SOURCE MATERIAL.”

26 (o) The Receiving Party shall be entitled to take notes relating to  
27 the Trade Secret Source Material (subject to all of the restrictions contained  
28 herein), but may not block copy the Trade Secret Source Material into the notes.

1 No copies of all or any portion of the Trade Secret Source Material may leave the  
2 room in which the Trade Secret Source Material is inspected except as otherwise  
3 provided herein. The Producing Party may visually, but not otherwise, monitor the  
4 activities of the Receiving Party's representatives during any Trade Secret Source  
5 Material review, but only to ensure that no information concerning the Trade  
6 Secret Source Material is being created or transmitted in any way. The Producing  
7 Party may not observe or inspect the Receiving Party's notes or monitor the  
8 portions of Trade Secret Source Material reviewed by the Receiving Party's  
9 representative.

10 (p) Other than as provided in this Order, the Receiving Party will  
11 not copy, remove, or otherwise transfer any Trade Secret Source Material from the  
12 secure room, including, without limitation, copying, removing, or transferring the  
13 Trade Secret Source Material onto any recordable media or recordable device,  
14 including without limitation sound recorders, computers, cellular telephones,  
15 peripheral equipment, cameras, CDs, DVDs, or drives of any kind. The Receiving  
16 Party will not transmit any Trade Secret Source Material in any way from the  
17 Producing Party's secured facilities or the offices of the Producing Party's Outside  
18 Counsel located in the Central District of California;

19 (q) The Producing Party shall provide representatives of the  
20 Receiving Party performing the inspection of the Trade Secret Source Material  
21 with access to another secure location in the same building as the secure room to  
22 store personal belongings. The Producing Party shall not be permitted to observe or  
23 record the activities of the Receiving Party's representative(s) while in the secure  
24 location, and shall permit the representative(s) to access the secure location on an  
25 "as needed" basis. Unless otherwise agreed in advance by the Parties in writing, at  
26 the end each day on which inspection is done under this Order, the Receiving  
27 Party's Outside Counsel and/or Expert(s) shall remove all notes, documents, and  
28 all other materials from the secure room.

1           7.7   Procedures for Approving or Objecting to Disclosure of “HIGHLY  
2 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY  
3 CONFIDENTIAL – TRADE SECRET SOURCE MATERIAL” Information or  
4 Items to Experts.

5           (a)   Unless otherwise ordered by the Court or agreed to in writing  
6 by the Designating Party, a Party that seeks to disclose to an Expert (as defined in  
7 this Order) any information or item that has been designated “HIGHLY  
8 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY  
9 CONFIDENTIAL – TRADE SECRET SOURCE MATERIAL” pursuant to  
10 Paragraph 7.3(c) or 7.5(c) must first make a written request to the Designating  
11 Party that: (1) identifies the general categories of “HIGHLY CONFIDENTIAL –  
12 ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – TRADE  
13 SECRET SOURCE MATERIAL” information that the Receiving Party seeks  
14 permission to disclose to the Expert; (2) sets forth the full name of the Expert and  
15 the city and state of his or her primary residence; (3) attaches a copy of the  
16 Expert’s current resume or curriculum vitae; (4) identifies the Expert’s current  
17 employer(s); and (5) identifies each person or entity from whom the Expert has  
18 received compensation or funding for work in his or her areas of expertise or to  
19 whom the expert has provided professional services, including in connection with a  
20 litigation, at any time during the preceding five (5) years.<sup>1</sup>

21           (b)   A Party that makes a request and provides the information  
22 specified in the preceding respective paragraphs may disclose the subject Protected  
23 Material to the Expert unless, within seven (7) days of delivering the request, the  
24

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

1 Party receives a written objection from the Designating Party. Any such objection  
2 must set forth in detail the grounds on which it is based.

3 (c) A Party that receives a timely written objection must meet and  
4 confer with the Designating Party to try to resolve the matter by agreement within  
5 three (3) business days of the written objection. No further conference of counsel  
6 will be required under Civil Local Rule 37-1. If no agreement is reached, the Party  
7 seeking to make the disclosure to the Expert may file a motion as provided in Civil  
8 Local Rule 37-2 seeking permission from the court to do so. Any such motion must  
9 describe the circumstances with specificity, set forth in detail the reasons why  
10 disclosure to the Expert is reasonably necessary, assess the risk of harm that the  
11 disclosure would entail, and suggest any additional means that could be used to  
12 reduce that risk.

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

17 7.8 Restrictions on the use of Protected Material. The restrictions on the  
18 use of "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
19 ONLY," and "HIGHLY CONFIDENTIAL – TRADE SECRET SOURCE  
20 MATERIAL" Disclosure or Discovery Material established by this Order are  
21 applicable only to Disclosure or Discovery Material received by a Party from  
22 another Party or from a Non-Party as a direct result of this litigation. A Party is  
23 free to do whatever it desires with its own "CONFIDENTIAL," "HIGHLY  
24 CONFIDENTIAL – ATTORNEYS' EYES ONLY," or "HIGHLY  
25 CONFIDENTIAL – TRADE SECRET SOURCE MATERIAL" Disclosure or  
26 Discovery Materials in its sole and complete discretion.

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1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
2 IN OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation  
4 that compels disclosure of any information or items designated in this action as  
5 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
6 ONLY,” or “HIGHLY CONFIDENTIAL – TRADE SECRET SOURCE  
7 MATERIAL,” that Party must:

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

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

14 (c) cooperate with respect to all reasonable procedures sought to be  
15 pursued by the Designating Party whose Protected Material may be affected.<sup>2</sup>

16 If the Designating Party timely seeks a protective order, the Party served  
17 with the subpoena or court order shall not produce any information designated in  
18 this action as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’  
19 EYES ONLY,” or “HIGHLY CONFIDENTIAL – TRADE SECRET SOURCE  
20 MATERIAL” before a determination by the court from which the subpoena or  
21 order issued, unless the Party has obtained the Designating Party’s permission. The  
22 Designating Party shall bear the burden and expense of seeking protection in that  
23 court of its confidential material.

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26 \_\_\_\_\_  
27 <sup>2</sup> The purpose of imposing these duties is to alert the interested parties to the  
28 existence of this Protective Order and to afford the Designating Party in this case  
an opportunity to try to protect its confidentiality interests in the court from which  
the subpoena or order issued.

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

3 (a) The terms of this Order are applicable to information produced  
4 by a Non-Party in this action and designated as "CONFIDENTIAL," "HIGHLY  
5 CONFIDENTIAL – ATTORNEYS' EYES ONLY," or "HIGHLY  
6 CONFIDENTIAL – TRADE SECRET SOURCE MATERIAL." Such information  
7 produced by Non-Parties in connection with this litigation is protected by the  
8 remedies and relief provided by this Order. Nothing in these provisions should be  
9 construed as prohibiting a Non-Party from seeking additional protections.

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

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

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

20 3. make the information requested available for inspection  
21 by the Non-Party.

22 (c) If the Non-Party fails to object or seek a protective order from  
23 this Court within ten (10) days of receiving the notice and accompanying  
24 information, the Receiving Party may produce the Non-Party's confidential  
25 information responsive to the discovery request. Absent a court order to the  
26 contrary, the Non-Party shall bear the burden and expense of seeking protection in  
27 this court of its Protected Material.  
28



1     10.    UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2           If a Receiving Party learns that, by inadvertence or otherwise, it has  
3 disclosed Protected Material to any person or in any circumstance not authorized  
4 under this Order, the Receiving Party must immediately: (1) notify in writing the  
5 Designating Party of the unauthorized disclosures; (2) use its best efforts to  
6 retrieve all unauthorized copies of the Protected Material; (3) inform the person or  
7 persons to whom unauthorized disclosures were made of all the terms of this  
8 Order; and (4) request such person or persons to execute the “Acknowledgment  
9 and Agreement to Be Bound” that is attached hereto as Exhibit A.

10    11.    INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
11           PROTECTED MATERIAL

12           Pursuant to Rule 502 of the Federal Rules of Evidence, the inadvertent  
13 production of documents subject to the attorney-client privilege, the attorney work  
14 product doctrine, or any other applicable privilege or protection from disclosure  
15 will not waive the privilege or protection from disclosure. In addition, the Parties  
16 agree that if a document subject to the attorney-client privilege, the attorney work-  
17 product doctrine, or any other applicable privilege or protection from disclosure is  
18 included in documents made available for inspection, such disclosure shall not be  
19 considered a waiver of the privilege or protection from disclosure.

20           The Producing Party must notify the receiving Party within seven (7)  
21 business days of becoming aware of the inadvertent disclosure of privileged or  
22 protected information. Upon a request from a Party that has inadvertently produced  
23 any document that it believes is subject to the attorney-client privilege, the attorney  
24 work product doctrine, or any other applicable privilege or protection from  
25 disclosure, each Party receiving said document shall return it and all physical  
26 copies to the Producing Party and destroy all electronic copies within ten (10)  
27 business days. Nothing herein shall prevent the Receiving Party from preparing a  
28 record for its own use containing the date, author, addressee(s), and topic of the

1 document and such other information as is reasonably necessary to identify the  
2 document and describe its nature to the Court in any motion to compel production  
3 of the document. Such a record of the identity and nature of a document may not  
4 be made or used for any purpose other than preparation of a motion to compel in  
5 this Action. Any other information in the document may not be used for any  
6 purpose in this Action. After the return of the document(s), the Receiving Party  
7 may challenge the Producing Party's claim(s) of privilege, protection, or work-  
8 product by making a motion to the Court.

9       When a Producing Party gives notice to Receiving Parties that certain  
10 inadvertently produced material is subject to a claim of privilege or other  
11 protection, the obligations of the Receiving Parties are those set forth in Federal  
12 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
13 whatever procedure may be established in an e-discovery order that provides for  
14 production without prior privilege review. Pursuant to Federal Rule of Evidence  
15 502(d) and (e), insofar as the Parties reach an agreement on the effect of disclosure  
16 of a communication or information covered by the attorney-client privilege or  
17 work product protection, the Parties may incorporate their agreement in the  
18 stipulated protective order submitted to the court.

## 19   12.   MISCELLANEOUS

20       12.1   Right to Further Relief. Nothing in this Order abridges the right of any  
21 person to seek its modification by the court in the future.

22       12.2   Right to Assert Other Objections. By stipulating to the entry of this  
23 Order no Party waives any right it otherwise would have to object to disclosing or  
24 producing any information or item on any ground not addressed in this Order.  
25 Similarly, no Party waives any right to object on any ground to use in evidence of  
26 any of the material covered by this Order.

27       12.3   Export Control. Disclosure of Protected Material shall be subject to all  
28 applicable United States laws and regulations relating to the export of technical

1 data contained in such Protected Material, including the release of such technical  
2 data to foreign persons or nationals in the United States or elsewhere. The  
3 Producing Party shall be responsible for identifying any such controlled technical  
4 data, and the Receiving Party shall take measures necessary to ensure compliance.

5 12.4 Filing Protected Material. Without written permission from the  
6 Designating Party or a court order secured after appropriate notice to all interested  
7 persons, a Party may not file in the public record in this action any Protected  
8 Material. A Party that seeks to file under seal any Protected Material must comply  
9 with Civil Local Rule 79-5. Protected Material may only be filed under seal  
10 pursuant to a court order authorizing the sealing of the specific Protected Material  
11 at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a  
12 request establishing that the Protected Material at issue is privileged, protectable as  
13 a trade secret, or otherwise entitled to protection under the law.

#### 14 13. FINAL DISPOSITION

15 Within 60 days after the final disposition of this action, as defined in  
16 Paragraph 4, each Receiving Party must return all Protected Material to the  
17 Producing Party. As used in this subdivision, “all Protected Material” includes all  
18 copies, abstracts, compilations, summaries, and any other format reproducing or  
19 capturing any of the Protected Material. The Receiving Party must also submit a  
20 written certification to the Producing Party (and, if not the same person or entity, to  
21 the Designating Party) by the 60 day deadline that: (1) identifies (by category,  
22 where appropriate) all the Protected Material that was returned; and (2) affirms that  
23 the Receiving Party has not retained any copies, abstracts, compilations,  
24 summaries or any other format reproducing or capturing any of the Protected  
25 Material.

#### 26 14. RETROACTIVE EFFECT


27 This Order shall apply retroactively to the date the instant Action was filed.  
28 All materials produced during the course of the Action prior to the execution of

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this Order that were designated as “CONFIDENTIAL” or “HIGHLY  
CONFIDENTIAL – ATTORNEYS’ EYES ONLY” shall be subject to the terms  
and conditions of this Order.

IT IS SO ORDERED:

Dated: July 9, 2014

By: 

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Hon. Douglas F. McCormick  
United States Magistrate Judge

1 **EXHIBIT A**

2 **Acknowledgement and Agreement to be Bound**

3 I, \_\_\_\_\_ [print or type full name] of \_\_\_\_\_  
4 \_\_\_\_\_ [print or type full address] hereby  
5 declare and certify, under penalty of perjury, that I understand that information,  
6 documents, and/or things deemed trade secret, confidential, and/or proprietary may  
7 be provided to me pursuant to the terms and restrictions of the Joint Protective  
8 Order in the case of *Meggitt (Orange County), Inc., et al. v. Nie Yongzhong, et al.*,  
9 Case No. SACV 13-239 DOC (DFMx). I have been given a copy of, and have  
10 read the Joint Protective Order, entered by the United States District Court for the  
11 Central District of California on February \_\_\_\_, 2014. I understand the terms of the  
12 Joint Protective Order, and that the trade secret, confidential, and/or proprietary  
13 materials that I receive and my copies or notes relating thereto may only be  
14 disclosed and discussed with those persons permitted by the Joint Protective Order  
15 to receive such information – and I solemnly promise that I will not disclose in any  
16 manner any information or item that is subject to the Joint Protective Order to any  
17 person or entity except in strict compliance with the provisions of that Order. I  
18 agree, under penalty of contempt and other civil remedies, to be bound by such  
19 terms, and I understand and acknowledge that failure to so comply could expose  
20 me to sanctions and punishment in the nature of contempt.

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

25 I hereby appoint \_\_\_\_\_ [print or type full name]  
26 of \_\_\_\_\_ [print or type full name and telephone  
27 number] as my California agent for service of process in connection with this  
28 action or any proceedings related to enforcement of the Joint Protective Order.

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Dated: \_\_\_\_\_

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Signature

\_\_\_\_\_

Name (Printed or Typed)

\_\_\_\_\_

City and State where Sworn and Signed