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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

LANG VAN, INC., a California
Corporation,

Plaintiff,

v.

VNG CORPORATION, a Vietnamese
Corporation,

Defendant.

[Discovery Document: Referred to
Magistrate Judge John D. Early]

Case No. 8:14-cv-00100-AG (JDEx)

ORDER GRANTING STIPULATED
PROTECTIVE ORDER

Hon. Andrew J. Guilford
Courtroom: 10D

1 Pursuant to Federal Rule of Civil Procedure 26(c), Plaintiff Lang Van, Inc.
2 (“Lang Van”) and Defendant VNG Corporation (“VNG”) (collectively the
3 “Parties”), by and through their undersigned counsel of record, hereby stipulate
4 and agree to the request for, and entry of, the following Stipulated Protective Order
5 governing the production, use, and disclosure of confidential information in this
6 action, which replaces and supersedes the Protective Order that is currently
7 operative in this action (ECF 40):

8 **1. PURPOSES AND LIMITATIONS**

9 Discovery in this action is likely to involve production of confidential,
10 proprietary, or private information for which special protection from public
11 disclosure and from use for any purpose other than prosecuting this litigation may
12 be warranted. Accordingly, the Parties hereby stipulate to and petition the Court to
13 enter the following Stipulated Protective Order. The Parties acknowledge that this
14 Order does not confer blanket protections on all disclosures or responses to
15 discovery and that the protection it affords from public disclosure and use extends
16 only to the limited information or items that are entitled to confidential treatment
17 under the applicable legal principles. The Parties further acknowledge, as set forth
18 in Section 14.3, below, that this Stipulated Protective Order does not entitle them
19 to file confidential information under seal; Civil Local Rule 79-5 sets forth the
20 procedures that must be followed and the standards that will be applied when a
21 party seeks permission from the court to file material under seal.

22 **2. GOOD CAUSE STATEMENT**

23 Lang Van has brought an action claiming that VNG infringed Lang Van’s
24 copyrighted works. This action is likely to involve valuable research,
25 development, commercial, financial, technical, and/or proprietary information,
26 including such information from or regarding third parties, for which special
27 protection from public disclosure and from use for any purpose other than
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1 prosecution of this action is warranted.

2 Such confidential and proprietary materials and information consist of,
3 among other things, confidential business or financial information, including
4 business plans; information regarding confidential business practices, including
5 marketing plans and confidential license agreements and other contracts, many of
6 which contain confidentiality clauses that restrict the disclosure of the contracts;
7 and information otherwise generally unavailable to the public, or which may be
8 privileged or otherwise protected from disclosure under state or federal statutes,
9 court rules, case decisions, or common law. The Parties consider the
10 aforementioned information to be proprietary, commercially sensitive, and/or
11 private. And third parties, some of whom have indicated that they view Lang Van
12 as a competitor, have expressed reservations regarding production in the litigation
13 of confidential information that they have, or that the Parties have, for the same
14 reasons. To address these concerns and avoid lengthy and expensive litigation
15 over the issue, the Parties agree that a mutually appropriate protective order will
16 speed the discovery and litigation processes.

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

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1 **3. ACKNOWLEDGMENT OF UNDER SEAL FILING**
2 **PROCEDURE**

3 The parties further acknowledge, as set forth in Section 14.3, below, that this
4 Stipulated Protective Order does not entitle them to file confidential information
5 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
6 and the standards that will be applied when a party seeks permission from the court
7 to file material under seal. There is a strong presumption that the public has a right
8 of access to judicial proceedings and records in civil cases. In connection with
9 motions unrelated to the merits of the case, good cause must be shown to support a
10 filing under seal. *See Ctr. for Auto Safety v. Chrysler Grp., LLC*, 809 F.3d 1092,
11 1097 (9th Cir. 2016); *Kamakana v. City and County of Honolulu*, 447 F.3d 1172,
12 1176 (9th Cir. 2006), *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th
13 Cir. 2002), *Makar-Welbon v. Sony Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis.
14 1999) (even stipulated protective orders require good cause showing), and a
15 specific showing of good cause or compelling reasons with proper evidentiary
16 support and legal justification, must be made with respect to Protected Material
17 that a party seeks to file under seal. The parties’ mere designation of Disclosure or
18 Discovery Material as CONFIDENTIAL or HIGHLY CONFIDENTIAL –
19 ATTORNEYS’ EYES ONLY does not— without the submission of competent
20 evidence by declaration, establishing that the material sought to be filed under seal
21 qualifies as confidential, privileged, or otherwise protectable—constitute good
22 cause.

23 Further, if a party requests sealing related to matters that are more than
24 tangentially related to the merits of the litigation, then compelling reasons, not only
25 good cause, for the sealing must be shown, and the relief sought shall be narrowly
26 tailored to serve the specific interest to be protected. *See Ctr. For Auto Safety*, 809
27 F.3d at 1099; *Pintos v. Pacific Creditors Ass’n.*, 605 F.3d 665, 677-79 (9th Cir.
28 2010). For each item or type of information, document, or thing sought to be filed

1 or introduced under seal, the party seeking protection must articulate compelling
2 reasons, supported by specific facts and legal justification, for the requested sealing
3 order. Again, competent evidence supporting the application to file documents
4 under seal must be provided by declaration.

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

12 For the avoidance of doubt, a Non-Party may file motions to seal
13 information in this litigation.

14 **4. DEFINITIONS**

15 4.1 Action: *Lang Van, Inc. v. VNG Corporation*, Central District of
16 California, Case No. 18:14-CV-00100-AG (JDEx).

17 4.2 Challenging Party: a Party or Non-Party that challenges the
18 designation of information or items under this Order.

19 4.3 “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), and as specified above in
22 the Good Cause Statement.

23 4.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
24 Information or Items: information (regardless of how it is generated, stored or
25 maintained) or tangible things that qualify for protection under Federal Rule of
26 Civil Procedure 26(c), and as specified above in the Good Cause Statement, which
27 is so highly sensitive and confidential as to require the possession of such
28 information to be limited to those persons set forth in Paragraph 9.3. Trade secret

1 information qualifies as Highly Confidential – Attorneys Eyes Only information.
2 The information that may be designated as HIGHLY CONFIDENTIAL –
3 ATTORNEYS’ EYES ONLY is only that produced and so-designated by Non-
4 Parties and/or that for which such a designation is required of a Party pursuant to a
5 confidentiality agreement with a Non-Party in order for the materials to be
6 produced. The Parties shall encourage the Non-Parties to make and/or request this
7 designation as sparingly as possible, and, consistent with Paragraph 7.1 herein, the
8 designation shall only be made to those parts of material, documents, items, or oral
9 or written communications that qualify so that other portions of the material,
10 documents, items, or communications shall not be restricted by the designation.
11 Any designation of information as HIGHLY CONFIDENTIAL – ATTORNEYS’
12 EYES ONLY shall be a certification to the Court and the other Parties that such
13 information is believed subject to this more restrictive classification within the
14 meaning of this Stipulated Protective Order. Any Certified Translation (as defined
15 in Paragraph 4.5 below) of material designated as HIGHLY CONFIDENTIAL –
16 ATTORNEYS’ EYES ONLY shall also be designated as HIGHLY
17 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.

18 4.5 Certified Translation: This term shall mean and refer to an English-
19 language version, as translated by a translation service certified in the United
20 States and/or Vietnam, of each document or material that is not in English and that
21 is designated as HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY. In
22 the event that a Party not responsible for providing the Certified Translation (as
23 specified in Paragraph 7.4 herein) objects to the admissibility of the Certified
24 Translation on grounds of lack of authenticity or the accuracy of the translation,
25 then counsel for such Party must provide notice of such objection, together with
26 the grounds for such objection and/or a proposed alternative Certified Translation
27 of the applicable document, within thirty (30) days of receipt of the Certified
28 Translation (the “Translation Objection”). If no Translation Objection is timely

1 made, then any Party not responsible for providing the Certified Translation shall
2 be deemed to have waived any objection to the Certified Translation.

3 4.6 Counsel: Outside Counsel of Record and In-House Counsel (as well
4 as their support staff).

5 4.7 Designating Party: a Party or Non-Party that designates information
6 or items that it produces in disclosures or in responses to discovery as
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
8 ONLY,” as applicable.

9 4.8 Disclosure or Discovery Material: all items or information, regardless
10 of the medium or manner in which it is generated, stored, or maintained (including,
11 among other things, testimony, transcripts, and tangible things), that are produced
12 or generated in disclosures or responses to discovery requests in this matter.

13 4.9 Expert: a person with specialized knowledge or experience in a
14 matter pertinent to the litigation who has been retained by a Party or its counsel to
15 serve as an expert witness or as a consultant in this Action.

16 4.10 In-House Counsel: attorneys who are employees of a party to this
17 Action. In-House Counsel does not include Outside Counsel of Record or any
18 other outside counsel.

19 4.11 Non-Party: any natural person, partnership, corporation, association,
20 or other legal entity not named as a Party to this action.

21 4.12 Outside Counsel of Record: attorneys who are not employees of a
22 party to this Action but are retained to represent or advise a party to this Action
23 and have appeared in this Action on behalf of that party or are affiliated with a law
24 firm that has appeared on behalf of that party, and includes support staff.

25 4.13 Party: any party to this Action, including all of its officers, directors,
26 employees, consultants, retained experts, and Outside Counsel of Record (and their
27 support staffs).

28 4.14 Producing Party: a Party or Non-Party that produces Disclosure or

1 Discovery Material in this Action.

2 4.15 Professional Vendors: persons or entities that provide litigation
3 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
4 demonstrations, and organizing, storing, analyzing, or retrieving data in any form
5 or medium) and their employees and subcontractors.

6 4.16 Protected Material: any Disclosure or Discovery Material that is
7 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
8 ATTORNEYS’ EYES ONLY.”

9 4.17 Receiving Party: a Party that receives Disclosure or Discovery
10 Material from a Producing Party.

11 **5. SCOPE**

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

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

19 **6. DURATION**

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

28 In the event any person in receipt of Protected Material receives a written

1 request, subpoena, or Court Order seeking disclosure of another party's Protected
2 Material, such person shall promptly upon receipt of such request, subpoena, or
3 Court Order, notify counsel for the designating party of the request, subpoena, or
4 Court Order, and shall provide counsel for the designating party with a copy of the
5 same, unless prohibited by law.

6 Following final disposition, counsel of record for each party receiving
7 Protected Material shall, upon written request by the party that produced the
8 Protected Material, and except as provided herein, either assemble and return to the
9 disclosing party all Documents designated as "Confidential" or "Highly
10 Confidential – Attorneys' Eyes Only" or shall assemble and destroy all Documents
11 so designated, including all summaries or other material containing or disclosing
12 Protected Material, the destruction of which shall be confirmed in writing to the
13 party that produced the Protected Information within thirty (30) days of a request
14 for such return or destruction made by that party. All materials returned to the
15 Parties or their counsel by the Court likewise shall be disposed of in accordance
16 with this paragraph. However, nothing herein shall require any party or counsel to
17 disclose to any other Party or counsel any materials protected by the attorney-client
18 privilege or attorney-work product doctrine even if they contain another party's
19 Protected Material. Such materials shall be destroyed, not returned, in response to
20 a request made pursuant to this Paragraph. Also, nothing herein shall preclude
21 counsel of record from maintaining one copy of all case files in connection with
22 the action even if they contain Protected Material, but such counsel of record shall
23 continue to treat such filings containing Protected Material according to the
24 protections afforded by this Protective Order.

25 **7. DESIGNATING PROTECTED MATERIAL**

26 7.1 Exercise of Restraint and Care in Designating Material for Protection.
27 Each Party or Non-Party that designates information or items for protection under
28 this Order must take care to limit any such designation to specific material that

1 qualifies under the appropriate standards. The Designating Party must designate
2 for protection only those parts of material, documents, items, or oral or written
3 communications that qualify so that other portions of the material, documents,
4 items, or communications for which protection is not warranted are not swept
5 unjustifiably within the ambit of this Order.

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

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

14 7.2 Manner and Timing of Designations. Except as otherwise provided in
15 this Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material
16 that qualifies for protection under this Order must be clearly so designated before
17 the material is disclosed or produced.

18 Designation in conformity with this Order requires:

19 (a) for information in documentary form (e.g., paper or electronic
20 documents, but excluding transcripts of depositions or other pretrial or trial
21 proceedings), that the Producing Party affix at a minimum, the legend
22 "CONFIDENTIAL"(hereinafter "CONFIDENTIAL legend") or the legend
23 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" (hereinafter
24 "HIGHLY CONFIDENTIAL legend") to each page that contains protected
25 material. If only a portion or portions of the material on a page qualifies for
26 protection, the Producing Party shall, to the extent reasonably possible, clearly
27 identify the protected portion(s) (e.g., by making appropriate markings in the
28 margins).

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

14 (b) for testimony given in depositions, within 30 days of receipt of a
15 transcript, that the Designating Party identify the Disclosure or Discovery Material
16 on the record, before the close of the deposition all protected testimony.

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

24 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
25 failure to designate qualified information or items does not, standing alone, waive
26 the Designating Party’s right to secure protection under this Order for such
27 material. Upon timely correction of a designation, the Receiving Party must make
28 reasonable efforts to assure that the material is treated in accordance with the

1 provisions of this Order.

2 7.4 Translation of HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
3 ONLY materials. If a Party designates and produces any non-English-language
4 document or material, or a portion thereof, as HIGHLY CONFIDENTIAL –
5 ATTORNEYS’ EYES ONLY, then a Certified Translation must accompany the
6 production. If, in response to a subpoena from a Party, a Non-Party designates and
7 produces any non-English-language document or material, or a portion thereof, as
8 HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY, then any Party may,
9 at its election, choose to obtain a Certified Translation. If the Certified Translation
10 is then served on the other Party, the requirements for objecting to the Certified
11 Translation contained in Paragraph 4.5 herein shall apply.

12 **8. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

13 8.1 Timing of Challenges. Any Party or Non-Party may challenge a
14 designation of confidentiality at any time that is consistent with the Court’s
15 Scheduling Order.

16 8.2 Meet and Confer. The Challenging Party shall initiate the dispute
17 resolution process under Local Rule 37.1 et seq.

18 8.3 The burden of persuasion in any such challenge proceeding shall be
19 on the Designating Party. Frivolous challenges, and those made for an improper
20 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
21 parties) may expose the Challenging Party to sanctions. Unless the Designating
22 Party has waived or withdrawn the confidentiality designation, all parties shall
23 continue to afford the material in question the level of protection to which it is
24 entitled under the Producing Party’s designation until the Court rules on the
25 challenge.

26 **9. ACCESS TO AND USE OF PROTECTED MATERIAL**

27 9.1 Basic Principles. A Receiving Party may use Protected Material that
28 is disclosed or produced by another Party or by a Non-Party in connection with this

1 Action only for prosecuting, defending, or attempting to settle this Action. Such
2 Protected Material may be disclosed only to the categories of persons and under
3 the conditions described in this Order. When the Action has been terminated, a
4 Receiving Party must comply with the provisions of Section 6 above and Section
5 15 below (FINAL DISPOSITION).

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

9 9.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
10 otherwise ordered by the court or permitted in writing by the Designating Party, a
11 Receiving Party may disclose any information or item designated
12 “CONFIDENTIAL” only to:

13 (a) Counsel for any party hereto, including In-House Counsel, and all
14 partners, associates, of-counsel attorneys of Counsel’s law firm, and paralegals,
15 assistants, and stenographic and clerical employees thereof when operating under
16 the direct supervision of such partners, associates, or of-counsel attorneys;

17 (b) Court and Mediator personnel, including stenographic reporters
18 engaged in such proceedings as are necessarily incident to the preparation for trial
19 and/or trial of this action;

20 (c) The officers, directors, and employees (including In-House
21 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for
22 this Action;

23 (d) Persons whose depositions are being taken in this action, who
24 have, prior to the commencement of their deposition, signed the statement attached
25 hereto as Exhibit “A” (which is to be made part of the official transcript of that
26 deposition) attesting to the fact that they have reviewed and agreed to be bound by
27 the provisions of this Stipulated Protective Order. In the event a deponent does not
28 sign Exhibit “A” prior to the commencement of his or her deposition, no

1 information designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
2 ATTORNEYS’ EYES ONLY” shall be shown to the deponent and his or her
3 deposition shall not be considered complete until the deposing party has an
4 opportunity to raise the issue with the Court;

5 (e) Experts or consultants (not regularly employed by or otherwise
6 associated with a party) who are retained to assist in the handling of this action to
7 furnish technical or expert advice or to give expert testimony at trial, only to the
8 extent that the information is pertinent to the Expert’s or consultant’s opinions,
9 provided that disclosure of Confidential Information to such Experts or consultants
10 shall be made only on the following conditions:

11 i. Prior to any Confidential Information being disclosed to any
12 expert or consultant, Counsel shall be required to obtain from said expert or
13 consultant a signed statement, in the form of Exhibit “A” attached hereto (which
14 shall be maintained by counsel of record for that party), attesting to the fact that the
15 expert or consultant has reviewed and agreed to be bound by the provisions of this
16 Stipulated Protective Order.

17 ii. In the event a consulting Expert becomes a testifying Expert,
18 a copy of the Expert’s executed statement in the form of Exhibit “A” must be
19 provided to opposing counsel in advance of the Expert testifying at deposition or
20 trial; and

21 (f) Outside copy and litigation support vendors who have, prior to the
22 disclosure of such information, signed the statement attached hereto as Exhibit
23 “A.”

24 9.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
25 ONLY” Information or Items. Unless otherwise ordered by the court or permitted
26 in writing by the Designating Party, a Receiving Party may disclose any
27 information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
28 EYES ONLY” only to:

1 (a) Outside Counsel for any party hereto, all partners, associates, or
2 of-counsel attorneys of Outside Counsel’s law firm, and paralegals, assistants, and
3 stenographic and clerical employees thereof when operating under the direct
4 supervision of such partners, associates, or of-counsel attorneys.

5 (b) Court and Mediator personnel, including stenographic reporters
6 engaged in such proceedings as are necessarily incident to the preparation for trial
7 and/or trial of this action.

8 (c) Experts or consultants (not regularly employed by or otherwise
9 associated with a party) who are retained to assist in the handling of this action to
10 furnish technical or expert advice or to give expert testimony at trial, only to the
11 extent that the information is pertinent to the Expert’s or consultant’s opinions,
12 provided that disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
13 ONLY” Information to such Experts or consultants shall be made only on the
14 following conditions:

15 i. Prior to any “HIGHLY CONFIDENTIAL –
16 ATTORNEYS’ EYES ONLY” Information being disclosed to any Expert or
17 consultant, Counsel shall be required to obtain from said expert or consultant a
18 signed statement, in the form of Exhibit “A” attached hereto (which shall be
19 maintained by counsel of record for that party), attesting to the fact that the expert
20 or consultant has reviewed and agreed to be bound by the provisions of this
21 Stipulated Protective Order.

22 ii. In the event a consulting expert becomes a testifying
23 expert, a copy of the expert’s executed statement in the form of Exhibit “A” must
24 be provided to opposing counsel in advance of the expert testifying at deposition or
25 trial.

26 (d) Any other person agreed to in writing by the Designating Party or
27 allowed through Court Order, who has, prior to the disclosure of such information,
28 signed the statement attached hereto as Exhibit “A.”

1 9.4 A copy of any signed Exhibit “A” shall be provided by the Receiving
2 Party’s counsel to the Designating Party’s counsel.

3 **10. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
4 **PRODUCED IN OTHER LITIGATION**

5 If a Party is served with a subpoena or a court order issued in other litigation
6 that compels disclosure of Protected Material from this Action, that Party must:

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

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

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

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

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

25 The terms of this Order are applicable to information produced by a Non-
26 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
27 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced
28 by Non-Parties in connection with this litigation is protected by the remedies and

1 relief provided by this Order. Nothing in these provisions should be construed as
2 prohibiting a Non-Party from seeking additional protections.

3 **12. UNAUTHORIZED DISCLOSURE OF PROTECTED**
4 **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
8 (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use
9 its best efforts to retrieve all unauthorized copies of the Protected Material,
10 (c) inform the person or persons to whom unauthorized disclosures were made of
11 all the terms 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**
15 **OTHERWISE 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).

20 This Order shall be interpreted to provide the maximum protection allowed
21 by Federal Rule of Evidence 502(d):

22 (a) No Waiver by Disclosure. Information disclosed by the Disclosing
23 Party to the Receiving Party that contains privileged matter or attorney work-
24 product (the “Protected Information”) shall be immediately returned by the
25 Receiving Party to the Disclosing Party. The disclosure of Protected Information
26 shall not constitute or be deemed a waiver or forfeiture—in this or any other
27 action—of any claim of privilege or work product protection pursuant to Federal
28 Rule of Evidence 502(d);

1 (b) The Receiving Party must—unless it contests the claim of attorney-
2 client privilege or work product protection in accordance with paragraph (c)—
3 promptly (i) notify the Disclosing Party that it will make best efforts to identify
4 and return, sequester, or destroy (or, in the case of electronically stored
5 information, delete) the Protected Information and any reasonably accessible
6 copies it has and (ii) provide a certification that it will cease further review,
7 dissemination, and use of the Protected Information;

8 (c) Contesting Claim of Privilege or Work Product Protection. If the
9 Receiving Party contests the claim of privilege or work product protection, the
10 Receiving Party must—within fifteen (15) business days of the Disclosing Party
11 asserting privilege or work product protection—move the Court for an Order
12 compelling disclosure of the information claimed as unprotected (a “Disclosure
13 Motion”). The Disclosure Motion must be filed under seal and must not assert as a
14 ground for compelling disclosure the fact or circumstances of the disclosure.
15 Pending resolution of the Disclosure Motion, the receiving party must not use the
16 challenged Protected Information in any way or disclose it to any person other than
17 those required by law to be served with a copy of the sealed Disclosure Motion;

18 (d) Stipulated Time Periods. The parties may stipulate to extend the time
19 periods set forth in paragraphs (b) and (c);

20 (e) Attorney’s Ethical Responsibilities. Nothing in this Order overrides any
21 attorney’s ethical responsibilities to refrain from examining or disclosing materials
22 that the attorney knows or reasonably should know to be privileged and to inform
23 the disclosing party that such materials have been produced;

24 (f) Burden of Proving Privilege or Work-Product Protection. The
25 Disclosing Party retains the burden—upon challenge pursuant to paragraph (c)—of
26 establishing the privileged or protected nature of the Protected Information;

27 (g) *In camera* Review. Nothing in this Order limits the right of any party to
28 petition the Court for an *in camera* review of the Protected Information; and

1 (h) Voluntary and Subject Matter Waiver. This Order does not preclude a
2 party from voluntarily waiving the attorney-client privilege or work product
3 protection.

4 **14. MISCELLANEOUS**

5 14.1 Right to Further Relief. Nothing in this Order abridges the right of
6 any person to seek its modification by the Court in the future.

7 14.2 Right to Assert Other Objections. By stipulating to the entry of this
8 Protective Order no Party waives any right it otherwise would have to object to
9 disclosing or producing any information or item on any ground not addressed in
10 this Stipulated Protective Order. Similarly, no Party waives any right to object on
11 any ground to use in evidence of any of the material covered by this Protective
12 Order.

13 14.3 Filing Protected Material. A Party or Non-Party that seeks to file
14 under seal any Protected Material must comply with Civil Local Rule 79-5.
15 Protected Material may only be filed under seal pursuant to a court order
16 authorizing the sealing of the specific Protected Material at issue. If a Party's or
17 Non-Party's request to file Protected Material under seal is denied by the Court,
18 then the Receiving Party may file the information in the public record unless
19 otherwise instructed by the Court.

20 **15. FINAL DISPOSITION**

21 After the final disposition of this Action, as defined in paragraph 6, within
22 60 days of a written request by the Designating Party, and except as provided
23 herein and in Section 6, each Receiving Party must return all Protected Material to
24 the Producing Party or destroy such material. As used in this subdivision, "all
25 Protected Material" includes all copies, abstracts, compilations, summaries, and
26 any other format reproducing or capturing any of the Protected Material. Whether
27 the Protected Material is returned or destroyed, the Receiving Party must submit a
28 written certification to the Producing Party (and, if not the same person or entity, to

1 the Designating Party) by the 60 day deadline that (1) identifies (by category,
2 where appropriate) all the Protected Material that was returned or destroyed and
3 (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
5 Protected Material. Notwithstanding this provision, Counsel are entitled to retain
6 an archival copy of all pleadings, motion papers, trial, deposition, and hearing
7 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
8 reports, attorney work product, and consultant and expert work product, even if
9 such materials contain Protected Material. Any such archival copies that contain
10 or constitute Protected Material remain subject to this Protective Order as set forth
11 in Section 6 (DURATION).

12 **16. VIOLATION**

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

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

16

17 Date: August 6, 2019

By: /s/ Kelly L. Perigoe

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BOIES SCHILLER FLEXNER LLP

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Quyên L. Ta
Kelly L. Perigoe
James A. Unger

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*Counsel for Defendant,
VNG Corporation*

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23 Date: August 6, 2019

By: /s/ Cory A. Baskin

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witkow | baskin
Cory A. Baskin
Brandon J. Witkow

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*Counsel for Plaintiff,
Lang Van, Inc.*

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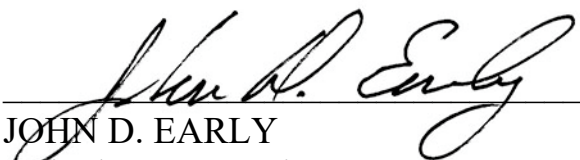
SIGNATURE ATTESTATION

Pursuant to Local Rule 5-4.3.4(a)(2)(i), I attest under penalty of perjury that concurrence in filing this document has been obtained from all signatories to this document.

By: /s/ Kelly L. Perigoe
Kelly L. Perigoe

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: August 06, 2019



JOHN D. EARLY
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],

5 declare under penalty of perjury that I have read in its entirety and understand the
6 Stipulated Protective Order that was issued by the United States District Court for
7 the Central District of California on August 6, 2019 in the case of *Lang Van, Inc. v.*
8 *VNG Corporation*, Case No. 8:14-cv-00100-AG (JDEx) (C.D. Cal.). I agree to
9 comply with and to be bound by all the terms of this Stipulated Protective Order
10 and I understand and acknowledge that failure to so comply could expose me to
11 sanctions and punishment in the nature of contempt. I solemnly promise that I will
12 not disclose in any manner any information or item that is subject to this Stipulated
13 Protective Order to any person or entity except in strict compliance with the
14 provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District
16 Court for the Central District of California for the purpose of enforcing the terms
17 of this Stipulated Protective Order, even if such enforcement proceedings occur
18 after termination of this action. I hereby appoint _____
19 [print or type full name] of _____
20 [print or type full address and telephone number] as my California agent for
21 service of process in connection with this action or any proceedings related to
22 enforcement of this Stipulated Protective Order.

23
24 Date: _____

25 City and State where sworn and signed: _____

26 Printed name: _____

27 Signature: _____

28