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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

LANG VAN, INC., a California corporation,

Plaintiff,

vs.

VNG CORPORATION, a Vietnamese corporation, INTERNATIONAL DATA GROUP, INC., a Massachusetts corporation, IDG VENTURES, INC., a Massachusetts corporation, IDG VENTURES VIETNAM, L.P., a Delaware partnership, IDG VENTURES VIETNAM, LLC, a Delaware liability company, and IDG VENTURES VIETNAM MANAGEMENT COMPANY, INC., a Delaware corporation,

Defendants.

No. SACV14-00100 AG (RNBx)

PROTECTIVE ORDER

Judge: Hon. Andrew J. Guilford

Complaint Filed: Jan. 22, 2014

Final Pretrial Conf.: Sept. 14, 2015

Trial Date: Sept. 22, 2015

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1 **1. PURPOSE AND LIMITS OF THIS ORDER**

2 Discovery in this action is likely to involve confidential, proprietary, or
3 private information requiring special protection from public disclosure and from
4 use for any purpose other than this litigation. Thus, the Court enters this Protective
5 Order. This Order does not confer blanket protections on all disclosures or
6 responses to discovery, and the protection it gives from public disclosure and use
7 extends only to the specific material entitled to confidential treatment under the
8 applicable legal principles. This Order does not automatically authorize the filing
9 under seal of material designated under this Order. Instead, the parties must
10 comply with L.R. 79-5.1 if they seek to file anything under seal. This Order does
11 not govern the use at trial of material designated under this Order.
12

13 **2. DESIGNATING PROTECTED MATERIAL**

14 **2.1 Over-Designation Prohibited.** Any party or non-party who
15 designates information or items for protection under this Order as
16 “CONFIDENTIAL” (a “designator”) must only designate specific material that
17 qualifies under the appropriate standards. To the extent practicable, only those
18 parts of documents, items, or oral or written communications that require
19 protection shall be designated. Mass, indiscriminate, or routinized designations
20 are prohibited. Unjustified designations expose the designator to sanctions,
21 including the Court’s striking all confidentiality designations made by that
22 designator. Designation under this Order is allowed only if the designation is
23 necessary to protect material that, if disclosed to persons not authorized to view it,
24 would cause competitive or other recognized harm. Material may not be
25 designated if it has been made public, or if designation is otherwise unnecessary to
26 protect a secrecy interest. If a designator learns that information or items that it
27 designated for protection do not qualify for protection at all or do not qualify for
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1 the level of protection initially asserted, that designator must promptly notify all
2 parties that it is withdrawing the mistaken designation.

3 **2.2 Manner and Timing of Designations.** Designation under this Order
4 requires the designator to affix the applicable legend “CONFIDENTIAL” to each
5 page that contains protected material. For testimony given in deposition or other
6 proceeding, the designator shall specify all protected testimony and the level of
7 protection being asserted. It may make that designation during the deposition or
8 proceeding, or may invoke, on the record or by written notice to all parties on or
9 before the next business day, a right to have up to 21 days from the deposition or
10 proceeding to make its designation.

11 **2.2.1** A party or non-party that makes original documents or materials
12 available for inspection need not designate them for protection until after
13 the inspecting party has identified which material it would like copied and
14 produced. During the inspection and before the designation, all material
15 shall be treated as CONFIDENTIAL. After the inspecting party has
16 identified the documents it wants copied and produced, the producing party
17 must designate the documents, or portions thereof, that qualify for
18 protection under this Order.

19 **2.2.2** Parties shall give advance notice if they expect a deposition or
20 other proceeding to include designated material so that the other parties can
21 ensure that only authorized individuals are present at those proceedings
22 when such material is disclosed or used. The use of a document as an
23 exhibit at a deposition shall not in any way affect its designation.
24 Transcripts containing designated material shall have a legend on the title
25 page noting the presence of designated material, and the title page shall be
26 followed by a list of all pages (including line numbers as appropriate) that
27 have been designated. The designator shall inform the court reporter of
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1 these requirements. Any transcript that is prepared before the expiration of
2 the 21-day period for designation shall be treated during that period as if it
3 had been designated CONFIDENTIAL unless otherwise agreed. After the
4 expiration of the 21-day period, the transcript shall be treated only as
5 actually designated.

6 **2.3 Inadvertent Failures to Designate.** An inadvertent failure to
7 designate does not, standing alone, waive protection under this Order. Upon
8 timely assertion or correction of a designation, all recipients must make
9 reasonable efforts to ensure that the material is treated according to this Order.

10 **3. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

11 All challenges to confidentiality designations shall proceed under L.R. 37-1
12 through L.R. 37-4.

13 **4. ACCESS TO DESIGNATED MATERIAL**

14 **4.1 Basic Principles.** A receiving party may use designated material only
15 for this litigation. Designated material may be disclosed only to the categories of
16 persons and under the conditions described in this Order.

17 **4.2 Disclosure of CONFIDENTIAL Material Without Further**
18 **Approval.** Unless otherwise ordered by the Court or permitted in writing by the
19 designator, a receiving party may disclose any material designated
20 CONFIDENTIAL only to:
21

22 **4.2.1** The receiving party's outside counsel of record in this action
23 and employees of outside counsel of record to whom disclosure is
24 reasonably necessary;

25 **4.2.2** The officers, directors, and employees of the receiving party to
26 whom disclosure is reasonably necessary, and who have signed the
27 Agreement to Be Bound (Exhibit A);
28

1 **4.2.3** Experts retained by the receiving party's outside counsel of
2 record to whom disclosure is reasonably necessary, and who have signed
3 the Agreement to Be Bound (Exhibit A);

4 **4.2.4** The Court and its personnel;

5 **4.2.5** Outside court reporters and their staff, professional jury or trial
6 consultants, and professional vendors to whom disclosure is reasonably
7 necessary, and who have signed the Agreement to Be Bound (Exhibit A);

8 **4.2.6** During their depositions, witnesses in the action to whom
9 disclosure is reasonably necessary and who have signed the Agreement to
10 Be Bound (Exhibit A); and

11 **4.2.7** The author or recipient of a document containing the material,
12 or a custodian or other person who otherwise possessed or knew the
13 information.

14
15 **5. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
16 **PRODUCED IN OTHER LITIGATION**

17 **5.1 Subpoenas and Court Orders.** This Order in no way excuses non-
18 compliance with a lawful subpoena or court order. The purpose of the duties
19 described in this section is to alert the interested parties to the existence of this
20 Order and to give the designator an opportunity to protect its confidentiality
21 interests in the court where the subpoena or order issued.

22 **5.2 Notification Requirement.** If a party is served with a subpoena or a
23 court order issued in other litigation that compels disclosure of any information or
24 items designated in this action as CONFIDENTIAL, that party must:

25 **5.2.1** Promptly notify the designator in writing. Such notification
26 shall include a copy of the subpoena or court order;

27 **5.2.2** Promptly notify in writing the party who caused the subpoena
28 or order to issue in the other litigation that some or all of the material

1 covered by the subpoena or order is subject to this Order. Such notification
2 shall include a copy of this Order; and

3 **5.2.3** Cooperate with all reasonable procedures sought by the
4 designator whose material may be affected.

5 **5.3 Wait For Resolution of Protective Order.** If the designator timely
6 seeks a protective order, the party served with the subpoena or court order shall
7 not produce any information designated in this action as CONFIDENTIAL before
8 a determination by the court where the subpoena or order issued, unless the party
9 has obtained the designator’s permission. The designator shall bear the burden and
10 expense of seeking protection of its confidential material in that court.

11 **6. UNAUTHORIZED DISCLOSURE OF DESIGNATED MATERIAL**

12 **6.1** If a receiving party learns that, by inadvertence or otherwise, it has
13 disclosed designated material to any person or in any circumstance not authorized
14 under this Order, it must immediately (1) notify in writing the designator of the
15 unauthorized disclosures and all of the pertinent facts surrounding the
16 unauthorized disclosures, (2) use its best efforts to retrieve all unauthorized copies
17 of the designated material, (3) inform the person or persons to whom unauthorized
18 disclosures were made of all the terms of this Order, and (4) use reasonable efforts
19 to have such person or persons execute the Agreement to Be Bound (Exhibit A).
20 Compliance with the foregoing shall not prevent the designator from seeking
21 further relief from the Court.

22 **6.2** The receiving party shall maintain material designated as
23 CONFIDENTIAL in a secure and safe place, and shall exercise at least the same
24 degree of care in handling such material as is exercised by the recipient with
25 respect to its own confidential information of a similar nature, but in no event less
26 than reasonable care. If a party fails to abide by the terms of this Order, the party
27 will be subject to liability for such failure, with the Court to determine any
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1 appropriate remedy or remedies. The party shall be subject to the jurisdiction of
2 this Court to any proceeding to enforce this Order. Each recipient of any material
3 designated CONFIDENTIAL produced in this action hereby agrees to be subject
4 to the jurisdiction of this Court solely for the purposes of the implementation and
5 enforcement of this Order.
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7 **7. INADVERTENT PRODUCTION OF PRIVILEGED OR**
8 **OTHERWISE PROTECTED MATERIAL**
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10 Any party who produces material or information without intending to waive
11 a claim of privilege or other protection does not waive that claim if within ten (10)
12 days after the producing party actually discovers that privileged material or
13 information has been produced, the producing party identifies the material or
14 information produced and states the privilege asserted. If the privilege is thus
15 asserted, the receiving party must promptly return the specified material or
16 information and any copies. Nothing in this provision shall restrict a party from
17 challenging, in any way, the propriety of the privilege claim after the material or
18 information has been returned to the producing party.

19 **8. FILING UNDER SEAL**

20 Without written permission from the designator or a Court order, a party
21 may not file in the public record in this action any designated material. A party
22 seeking to file under seal any designated material must comply with L.R. 79-5.1.
23 Filings may be made under seal only pursuant to a court order authorizing the
24 sealing of the specific material at issue. The fact that a document has been
25 designated under this Order is insufficient to justify filing under seal. Instead,
26 parties must explain the basis for confidentiality of each document sought to be
27 filed under seal. Because a party other than the designator will often be seeking to
28 file designated material, cooperation between the parties in preparing, and in

1 reducing the number and extent of, requests for under seal filing is essential. If a
2 *receiving party's* request to file designated material under seal pursuant to L.R.
3 79-5.1 is denied by the Court, then the receiving party *may file the material in the*
4 *public record* unless (1) *the designator* seeks reconsideration within four days of
5 the denial, or (2) as otherwise instructed by the Court.
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8 **9. FINAL DISPOSITION**

9 Within 60 days after the final disposition of this action, each party shall
10 return all designated material to the designator or destroy such material, including
11 all copies, abstracts, compilations, summaries, and any other format reproducing
12 or capturing any designated material. The receiving party must submit a written
13 certification to the designator by the 60-day deadline that (1) identifies (by
14 category, where appropriate) all the designated material that was returned or
15 destroyed, and (2) affirms that the receiving party has not retained any copies,
16 abstracts, compilations, summaries, or any other format reproducing or capturing
17 any of the designated material. This provision shall not prevent counsel from
18 retaining an archival copy of all pleadings, motion papers, trial, deposition, and
19 hearing transcripts, legal memoranda, correspondence, deposition and trial
20 exhibits, expert reports, attorney work product, and consultant and expert work
21 product, even if such materials contain designated material. Any such archival
22 copies remain subject to this Order.

23 IT IS SO ORDERED.

24 DATED: June 23, 2014



25 _____
26 The Hon. Robert N. Block
27 United States Magistrate Judge
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EXHIBIT A
AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare
under penalty of perjury that I have read in its entirety and understand the
Protective Order that was issued by the United States District Court for the
Central District of California on _____ [date] in the case of *Lang Van, Inc. v.*
VNG Corporation, et al. (No. SACV14-00100 AG (RNBx)). I agree to comply
with and to be bound by all the terms of this Protective Order, and I understand
and acknowledge that failure to so comply could expose me to sanctions and
punishment for contempt. I solemnly promise that I will not disclose in any
manner any information or item that is subject to this Protective Order to any
person or entity except in strict compliance with this Order.

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

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection
with this action or any proceedings related to enforcement of this Order.

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1 Date: _____

2 City and State where sworn and signed: _____

3 Printed name: _____

4 [printed name]

5 Signature: _____

6 [signature]

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