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7 and ZION HEALTH TECH, INC.

8
9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

11
12 JONG ICK SHIN, Individually and On
Behalf of All Others Similarly Situated,

13 Plaintiffs,

14 vs.

15
16 DIANA LEE, ZION HEALTH TECH,
INC. and ION CO. LTD., and DOES 1-
17 10,

18 Defendants.
19

Case No. 8:16-CV-1225-CJC-DFM

Hon. Cormac J. Carney

**STIPULATED PROTECTIVE
ORDER**

20
21 1. INTRODUCTION

22 1.1 Purposes and Limitations

23 Disclosure and discovery in this action is likely to involve production of
24 confidential, proprietary, or private information for which special protection from
25 public disclosure and from use for any purpose other than prosecuting this litigation
26 may be warranted. Accordingly, the parties hereby stipulate to and petition the
27 Court to enter the following Stipulated Protective Order. The parties acknowledge
28 that this Order does not confer blanket protections on all disclosures or responses to

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STIPULATED PROTECTIVE ORDER
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1 discovery and that the protection it affords from public disclosure and use extends
2 only to the limited information or items that are entitled to confidential treatment
3 under the applicable legal principles. The parties further acknowledge, as set forth
4 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to
5 file confidential information under seal; Civil Local Rule 79-5 sets forth the
6 procedures that must be followed and the standards that will be applied when a
7 party seeks permission from the court to file material under seal.

8 1.2 Good Cause Statement

9 This action involves a dispute about alleged claims made regarding the
10 performance, design, and effect of water ionizers sold by Defendant Zion Health
11 Tech, Inc. (“Zion”). Zion anticipates that discovery in this case may involve the
12 disclosure of proprietary design materials, engineering design, and testing
13 information, as well as proprietary internal processes and procedures related to such
14 technology. Zion also anticipates that discovery in this case may involve the
15 disclosure of personal or competitive personnel and financial information. Public
16 disclosure of documents in these non-exclusive categories would be of substantial
17 interest to Zion’s competitors and disclosure of the materials would harm Zion’s
18 competitive position in the industry.

19 2. DEFINITIONS

20 2.1 Action: This pending federal lawsuit.

21 2.2 Challenging Party: a Party or Non-Party that challenges the
22 designation of information or items under this Order.

23 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
24 how it is generated, stored or maintained) or tangible things that qualify for
25 protection under Federal Rule of Civil Procedure 26(c), and/or as specified above in
26 the Good Cause Statement.

27 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
28 their support staff).

1 2.5 Designating Party: a Party or Non-Party that designates information or
2 items that it produces in disclosures or in responses to discovery as
3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
4 ONLY.”

5 2.6 Disclosure or Discovery Material: all items or information, regardless
6 of the medium or manner in which it is generated, stored, or maintained (including,
7 among other things, testimony, transcripts, and tangible things), that are produced
8 or generated in disclosures or responses to discovery in this matter.

9 2.7 Expert: a person with specialized knowledge or experience in a matter
10 pertinent to the litigation who has been retained by a Party or its counsel to serve as
11 an expert witness or as a consultant in this Action.

12 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
13 Information or Items: Extremely sensitive “Confidential Information or Items”
14 disclosure of which to another Party or Non-Party would create a substantial risk of
15 serious harm that could not be avoided by less restrictive means.

16 2.9 House Counsel: attorneys who are employees of a party to this Action.
17 House Counsel does not include Outside Counsel of Record or any other outside
18 counsel.

19 2.10 Non-Party: any natural person, partnership, corporation, association, or
20 other legal entity not named as a Party to this action.

21 2.11 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 and
23 have appeared in this Action on behalf of that party or are affiliated with a law firm
24 which has appeared on behalf of that party, and includes support staff.

25 2.12 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).

1 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
2 Discovery Material in this Action.

3 2.14 Professional Vendors: persons or entities that provide litigation
4 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
5 demonstrations, and organizing, storing, or retrieving data in any form or medium)
6 and their employees and subcontractors.

7 2.15 Protected Material: any Disclosure or Discovery Material that is
8 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
9 ATTORNEYS’ EYES ONLY.”

10 2.16 Receiving Party: a Party that receives Disclosure or Discovery
11 Material from a Producing Party.

12 3. SCOPE

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

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

20 4. DURATION

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

1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection
4 under this Order must take care to limit any such designation to specific material
5 that qualifies under the appropriate standards. The Designating Party must
6 designate for protection only those parts of material, documents, items, or oral or
7 written communications that qualify so that other portions of the material,
8 documents, items, or communications for which protection is not warranted are not
9 swept unjustifiably within the ambit of this Order.

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

13 5.2 Manner and Timing of Designations. Except as otherwise provided in
14 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
15 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
16 under this Order must be clearly so designated before the material is disclosed or
17 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” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
23 ONLY” to each page that contains protected material.

24 A Party or Non-Party that makes original documents available for inspection
25 need not designate them for protection until after the inspecting Party has indicated
26 which documents it would like copied and produced. A Party or Non-Party that
27 makes original documents or materials available for inspection need not designate
28 them for protection until after the inspecting Party has indicated which material it

1 would like copied and produced. During the inspection and before the designation,
2 all of the material made available for inspection shall be deemed “HIGHLY
3 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has
4 identified the documents it wants copied and produced, the Producing Party must
5 determine which documents, or portions thereof, qualify for protection under this
6 Order. Then, before producing the specified documents, the Producing Party must
7 affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
8 – ATTORNEYS’ EYES ONLY”), as appropriate, to each page that contains
9 Protected Material.

10 (b) for testimony given in depositions, that the Designating Party
11 identify the Disclosure or Discovery Material on the record, before the close of the
12 deposition, hearing, or other proceeding, all protected testimony and specify the
13 level of protection being asserted. Where it is impractical to identify separately
14 each portion of testimony that is entitled to protection and it appears that substantial
15 portions of the testimony may qualify for protection, the Designating Party may
16 invoke on the record (before the deposition, hearing, or other proceeding is
17 concluded) a right to have up to 21 days to identify the specific portions of the
18 testimony as to which protection is sought and to specify the level of protection
19 being asserted. Only those portions of the testimony that are appropriately
20 designated for protection within the 21 days shall be covered by the provisions of
21 this Stipulated Protective Order. Alternatively, a Designating Party may specify, at
22 the deposition, hearing, or other proceeding, or up to 21 days afterwards if that
23 period is properly invoked, that the entire transcript shall be treated as
24 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
25 ONLY.”

26 Parties shall give other the other parties notice if they reasonably expect a
27 deposition, hearing, or other proceeding to include Protected Material so that the
28 other parties can ensure that only authorized individuals who have signed the

1 “Acknowledgement and Agreement to be Bound” (Exhibit A) are present at those
2 proceedings. The use of a document as an exhibit at a deposition shall not in any
3 way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -
4 -- ATTORNEYS’ EYES ONLY.”

5 Transcripts containing Protected Material shall have an obvious legend on
6 the title page that the transcript contains Protected Material, and the title page shall
7 be followed by a list of all pages (including line numbers as appropriate) that have
8 been designated as Protected Material and the level of protection being asserted by
9 the Designating Party. The Designating Party shall inform the court reporter of
10 these requirements. Any transcript that is prepared before the expiration of a 21-
11 day period for designation shall be treated during that period as if it had been
12 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its
13 entirety unless otherwise agreed. After the expiration of that period, the transcript
14 shall be treated only as actually designated.

15 (c) for information produced in some form other than documentary
16 and for any other tangible items, that the Producing Party affix in a prominent place
17 on the exterior of the container or containers in which the information is stored the
18 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
19 EYES ONLY” as appropriate.

20 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
21 failure to designate qualified information or items does not, standing alone, waive
22 the Designating Party’s right to secure protection under this Order for such
23 material. Upon timely correction of a designation, the Receiving Party must make
24 reasonable efforts to assure that the material is treated in accordance with the
25 provisions of this Order.

26 No party shall be responsible to another party for disclosure of Confidential
27 Information under this Order, if the Confidential Information in question is not
28 labeled or otherwise designated in accordance with this Order.

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time that is consistent with the Court's
4 Scheduling Order.

5 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
6 resolution process by providing written notice of each designation it is challenging
7 and describing the basis for each challenge. To avoid ambiguity as to whether a
8 challenge has been made, the written notice must recite that the challenge to
9 confidentiality is being made in accordance with this specific paragraph of the
10 Protective Order. The Parties shall attempt to resolve each challenge in good faith
11 and must begin the process by conferring directly (in voice to voice dialogue; other
12 forms of communication are not sufficient) within 14 days of the date of service of
13 notice. In conferring, the Challenging Party must explain the basis for its belief that
14 the confidentiality designation was not proper and must give the Designating Party
15 an opportunity to review the designated material, to reconsider the circumstances,
16 and, if no change in designation is offered, to explain the basis for the chosen
17 designation. A Challenging Party may proceed to the next stage of the challenge
18 process only if it has engaged in this meet and confer process first or establishes
19 that the Designating Party is unwilling to participate in the meet and confer process
20 in a timely manner.

21 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
22 court intervention, the Designating Party shall file and serve a motion to retain
23 confidentiality in compliance with Civil Local Rule 79-5, if applicable, within 30
24 days of the initial notice of challenge or within 14 days of the parties agreeing that
25 the meet and confer process will not resolve their dispute, whichever is earlier.
26 Each such motion must be accompanied by a competent declaration affirming that
27 the movant has complied with the meet and confer requirements imposed in the
28 preceding paragraph. The burden of persuasion in any such challenge proceeding

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1 shall be on the Designating Party. Frivolous challenges, and those made for an
2 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on
3 other parties) may expose the Challenging Party to sanctions. Unless the
4 Designating Party has waived or withdrawn the confidentiality designation, all
5 parties shall continue to afford the material in question the level of protection to
6 which it is entitled under the Producing Party's designation until the Court rules on
7 the challenge.

8 7. ACCESS TO AND USE OF PROTECTED MATERIAL

9 7.1 Basic Principles. A Receiving Party may use Protected Material that is
10 disclosed or produced by another Party or by a Non-Party in connection with this
11 Action only for prosecuting, defending, or attempting to settle this Action. Such
12 Protected Material may be disclosed only to the categories of persons and under the
13 conditions described in this Order. When the Action has been terminated, a
14 Receiving Party must comply with the provisions of section 13 below (FINAL
15 DISPOSITION).

16 Protected Material must be stored and maintained by a Receiving Party at a
17 location and in a secure manner that ensures that access is limited to the persons
18 authorized under this Order. Materials stored electronically must be stored on a
19 system that used passwords or other access-control mechanisms.

20 Nothing in this Order will bar Counsel from rendering advice to their clients
21 with respect to this litigation and, in the course thereof, relying upon any
22 Confidential Information designated as "CONFIDENTIAL" or "HIGHLY
23 CONFIDENTIAL – ATTORNEYS' EYES ONLY," provided that the contents of
24 the Confidential Information must not be disclosed to those not authorized by this
25 Order.

26 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
27 otherwise ordered by the court or permitted in writing by the Designating Party, a
28

1 Receiving Party may disclose any information or item designated

2 “CONFIDENTIAL” only to:

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

6 (b) the officers, directors, and employees (including House
7 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this
8 Action;

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

12 (d) the Court and its personnel;

13 (e) court reporters and their staff;

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

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

20 (h) during their depositions, witnesses ,and attorneys for witnesses,
21 in the Action to whom disclosure is reasonably necessary and who have signed the
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
23 agreed by the Designating Party or ordered by the court. Pages of transcribed
24 deposition testimony or exhibits to depositions that reveal Protected Material may
25 be separately bound by the court reporter and may not be disclosed to anyone
26 except as permitted under this Stipulated Protective Order; and

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

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

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

12 (b) Experts (as defined in this Order) of the Receiving Party to
13 whom disclosure is reasonably necessary for this Action and who have signed the
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A) and as to whom the
15 procedures set forth in paragraph 7.4 below, have been followed;

16 (c) the Court and its personnel;

17 (d) court reporters and their staff;

18 (e) professional jury or trial consultants, mock jurors, and
19 Professional Vendors to whom disclosure is reasonably necessary for this Action
20 and who have signed the “Acknowledgment and Agreement to Be Bound”
21 (Exhibit A);

22 (f) the author or recipient of a document containing the information
23 or a custodian or other person who otherwise possessed or knew the information;

24 (g) the Receiving party’s House Counsel who have signed the
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

26 (h) any mediator or settlement officer, and their supporting
27 personnel, mutually agreed upon by any of the parties engaged in settlement
28 discussions.

1 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY
2 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to
3 Experts

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

21 (b) A Party that makes a request and provides the information specified in
22 the preceding respective paragraphs may disclose the subject Protected Material to
23 the identified Expert unless, within 14 days of delivering the request, the Party
24 receives a written objection from the Designating Party. Any such objection must
25 set forth in detail the grounds on which it is based.

26 _____
27 ¹ If the Expert believes any of this information is subject to a confidentiality
28 obligation to a third-party, then the Expert should provide whatever information
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.

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

14 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
15 IN OTHER LITIGATION

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

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

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

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

28 If the Designating Party timely seeks a protective order, the Party served with

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

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

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

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

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

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

27 (3) make the information requested available for inspection
28 by the Non-Party, if requested.

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

10 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

19 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
20 PROTECTED MATERIAL

21 When a Producing Party gives notice to Receiving Parties that certain
22 inadvertently produced material is subject to a claim of privilege or other
23 protection, the obligations of the Receiving Parties are those set forth in Federal
24 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
25 whatever procedure may be established in an e-discovery order that provides for
26 production without prior privilege review.

27 Inadvertent or unintentional production of any document or thing subject to
28 attorney-client privilege or work-product immunity shall not constitute a waiver of

1 the attorney-client privilege or work-product immunity, if any, as they apply to
2 those documents specifically or to the subject matter of those documents generally.
3 If a party produces documents or things that it believes should have been withheld
4 as privileged or work-product, such party shall provide a written request for the
5 return of those documents or things within a reasonable time after having actual
6 knowledge that said documents have been produced. Upon receipt of such written
7 notice, the Receiving Party shall promptly gather the original and all such copies of
8 such documents and things and shall promptly return the original and all such
9 copies to the Designating Party. If the Designating Party discovers that
10 privileged, work-product, or otherwise protected documents and things have been
11 inadvertently produced based on the Receiving Party's use of such information
12 during a deposition or hearing, the Designating Party may orally request the return
13 of the information and that the Receiving Party must immediately cease
14 examination or argument regarding the specific substantive content of the
15 document. If a Designating Party orally requests the return of inadvertently
16 produced documents or things at a deposition, the Designating Party shall provide
17 the specific basis of the claim of privilege at the time the oral request is made.
18 Upon such an oral request, the receiving party shall immediately (a) return the
19 documents and things at issue and all copies to the Producing Party; and (b) cease
20 examination or argument regarding the specific content of such documents and
21 things. The return of such documents and things shall not preclude a Receiving
22 Party from later moving the Court to compel production of the returned documents
23 and things on the basis that any privilege applicable thereto has been waived. The
24 Receiving Party may challenge the privileged nature of the recalled documents by
25 filing a motion with the Court and requesting an *in camera* review of the documents
26 or things in question.

1 12. MISCELLANEOUS

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
3 person to seek its modification by the Court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this
5 Protective Order no Party waives any right it otherwise would have to object to
6 disclosing or producing any information or item on any ground not addressed in
7 this Stipulated Protective Order. Similarly, no Party waives any right to object on
8 any ground to use in evidence of any of the material covered by this Protective
9 Order.

10 12.3 Filing Protected Material. Without written permission from the
11 Designating Party or a court order secured after appropriate notice to all interested
12 persons, a Party may not file in the public record in this action any Protected
13 Material. A Party that seeks to file under seal any Protected Material must comply
14 with Civil Local Rule 79-5. Protected Material may only be filed under seal
15 pursuant to a court order authorizing the sealing of the specific Protected Material
16 at issue. A sealing issue will order only upon a request establishing that the
17 Protected Material is entitled to protection under the law. If a Party's request to file
18 Protected Material under seal is denied by the court, then the Receiving Party may
19 file the information in the public record unless otherwise instructed by the court.

20 13. FINAL DISPOSITION

21 After the final disposition of this Action, as defined in paragraph 4, within 60
22 days of a written request by the Designating Party, each Receiving Party must
23 return all Protected Material to the Producing Party or destroy such material. As
24 used in this subdivision, "all Protected Material" includes all copies, abstracts,
25 compilations, summaries, and any other format reproducing or capturing any of the
26 Protected Material. Whether the Protected Material is returned or destroyed, the
27 Receiving Party must submit a written certification to the Producing Party (and, if
28 not the same person or entity, to the Designating Party) by the 60 day deadline that

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1 (1) identifies (by category, where appropriate) all the Protected Material that was
2 returned or destroyed and (2) affirms that the Receiving Party has not retained any
3 copies, abstracts, compilations, summaries or any other format reproducing or
4 capturing any of the Protected Material. Notwithstanding this provision, Counsel
5 are entitled to retain an archival copy of all pleadings, motion papers, trial,
6 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
7 and trial exhibits, expert reports, attorney work product, and consultant and expert
8 work product, even if such materials contain Protected Material. Any such archival
9 copies that contain or constitute Protected Material remain subject to this Protective
10 Order as set forth in Section 4.

11 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

12
13 Dated: January 17, 2017

LAW OFFICE OF JUAN HONG

14
15 By: /s/ Juan Hong

16 Juan Hong
17 Attorneys for Plaintiff
JONG ICK SHIN

18 Dated: January 17, 2017

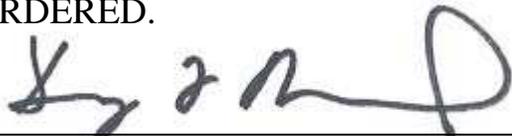
NIXON PEABODY LLP

19
20 By: /s/ Jason P. Gonzalez

21 Jason P. Gonzalez
22 Neal J. Gauger
Attorneys for Defendants
23 DIANA LEE and
ZION HEALTH TECH, INC.

24
25 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

26 DATED: January 19, 2017

27 
28 HON. DOUGLAS F. McCORMICK
United States District Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3
4 I, _____ [full name], of _____
5 [full address], declare under penalty of perjury that I have read in its entirety and
6 understand the Stipulated Protective Order that was issued by the United States
7 District Court for the Central District of California on [date] in the case of
8 _____ [insert case name and number]. I agree to comply with
9 and to be bound by all the terms of this Stipulated Protective Order and I
10 understand and acknowledge that failure to so comply could expose me to sanctions
11 and punishment in the nature of contempt. I solemnly promise that I will not
12 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 Court
16 for the Central District of California for the purpose of enforcing the terms of this
17 Stipulated Protective Order, even if such enforcement proceedings occur after
18 termination of this action. I hereby appoint _____ [full name]
19 of _____ [full address and
20 telephone number] as my California agent for service of process in connection with
21 this action or any proceedings related to enforcement of this Stipulated Protective
22 Order.

23 Date: _____

24 City and State where signed: _____

25 Printed name: _____

26 Signature: _____

27
28 4840-3345-5936.2